

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

<p>WOODWARD, INC.</p> <p style="text-align:center">Employer/Petitioner</p> <p>and</p> <p>WOODWARD MPC EMPLOYEES REPRESENTATIVE UNION, UAW</p> <p style="text-align:center">Union</p>	<p>Case 13-RM-374508</p>
---	---------------------------------

DECISION AND ORDER DISMISSING PETITION

The Employer/Petitioner¹ filed this petition under Section 9(c) of the National Labor Relations Act (“Act”) maintaining that a question concerning representation exists and seeks an election. A hearing was conducted before a hearing officer of the National Labor Relations Board (“Board”) to determine whether it is appropriate to conduct an election in light of the issues raised by the parties.² There are approximately 820 employees in the bargaining unit.

The parties stipulated, and I find, that the Employer is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.³

I. OVERVIEW

The Employer contends that the Woodward MPC Employees Representative Union’s (“MPC”) affiliation with International Union, United Automobile Aerospace and Agricultural Implement Workers of America (“UAW”) fundamentally altered its identity and representational structure and is therefore no longer the exclusive bargaining representative, and a question concerning representation exists that must be resolved through a representational election for the

¹ The Employer/Petitioner will be consistently referred to herein as the Employer.

² Upon the entire record in this proceeding, the undersigned finds:

- a. The hearing officer’s rulings made at the hearing are free from prejudicial error and are affirmed.
- b. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

³ The Employer, Woodward, Inc., a Delaware corporation with a place of business in Niles, Illinois, is engaged in the design, manufacture, and service of energy conversion and control solutions for aerospace and industrial equipment. During the past calendar year, a representative period, the Employer in the course and conduct of its business operations described above has sold and shipped goods or services valued in excess of \$50,000 directly to points outside the State of Illinois.

bargaining unit which consists of all full-time and regular part-time production workers on “C payroll” employed by the Employer at its facility currently located at 6250 and 6300 W Howard St., Niles, Illinois; but excluding Engineering department employees, administrative employees, janitors, leaders, office clerical employees and guards, professional employees and supervisors as defined by the Act. The Union takes the position that there has been continuity in representation since MPC affiliated with the UAW, and the petition must be dismissed under Section 9(c)(3) of the Act. According to the Employer, the cumulative effect of changes to the Union’s leadership structure, internal governance, dues and financial practices, membership procedures, and UAW’s reserved authority demonstrates that the Union, now using the name UAW Local ___ (“UAW Local __”), is a materially different organization from the previously certified MPC. Because the Employer believes the Union’s post-affiliation changes extinguish the presumption of continued majority support, it has filed the instant RM petition seeking a Board-conducted election to determine whether the employees wish to be represented by the post-affiliation organization.

The Union asserts that MPC’s affiliation with UAW did not alter its identity as the employees’ chosen representative. The Union maintains that core representational functions, including leadership, grievance processing, bargaining responsibilities, and the scope of the bargaining unit, remain substantially unchanged. The Union argues that the modifications cited by the Employer reflect ordinary and foreseeable consequences of affiliation with a larger labor organization and do not affect employees’ ability to control their own representation. Accordingly, the Union contends that substantial continuity exists, that no question concerning representation has been raised, and that the RM petition should be dismissed.

Based on the record, the Parties’ briefs, and relevant Board law, I conclude that there has not been a substantial change to the identity of the bargaining representative. Accordingly, the Employer’s RM petition shall be dismissed because no question concerning representation exists.

II. FACTS

The Employer, Woodward, Inc., is a national manufacturer of aerospace products for commercial and government equipment. It operates a factory in Niles, Illinois.

The Woodward MPC Employees Representative Union (“MPC”) was certified to represent a bargaining unit of production workers employed at the Employer’s Niles Facility in 1967. At the time it was certified, MPC was a small, wholly independent union, and it continuously represented a single bargaining unit of approximately 800 employees at the Employer’s facility in Niles, Illinois.

The Employer and the Union have had a bargaining relationship for several decades. The most recent collective bargaining agreement (CBA) was effective March 21, 2022 through September 30, 2025. The Employer and the Union began negotiations for a successor agreement

around August 20, 2025.⁴ After about two weeks, the parties agreed to bring counsel to the table to facilitate bargaining. While negotiations for a successor agreement were taking place, MPC's members voted to affiliate with the UAW.

The Employer was aware of the affiliation vote before it took place and discussed it with the Union's attorney during bargaining sessions on or around September 10. The affiliation vote took place at a Union meeting on September 14. When the Union and Employer met to continue negotiations for a successor CBA on September 15, the Union officially notified the Employer of the result of the affiliation vote. During the September 15 meeting, the Union's attorney informed the Employer that it might bring a UAW Staff Representative to assist with future bargaining sessions. The Union's attorney also stated there would be no substantive changes with respect to ongoing contract negotiations or with the Union's ongoing representation of bargaining unit employees at the Employer's factory. The Employer and the Union met to bargain again on September 16. The Employer did not raise any substantive questions or concerns about the affiliation during the September 15 or 16 bargaining sessions.

On September 19, the Company sent an email to all bargaining unit employees that acknowledged the results of the September 14 affiliation vote and noted that the "Company and the Union continue to work diligently and in good faith" to reach a new CBA. On September 22, the Parties entered into an agreement to extend the CBA through October 17, and they scheduled twelve bargaining sessions to take place between October 1 and October 16.

Also on September 22, the MPC and UAW formally executed an affiliation agreement. The affiliation agreement contained a provision stating the "Agreement" would become effective "upon signing by the Officers of [MPC] and acceptance and approval by the International Executive Board of the International Union, UAW." At the time of the hearing, the agreement had been fully executed and the UAW's Executive Board approved the affiliation, but the newly affiliated union had not yet applied for a charter from UAW. However, upon execution of the Affiliation Agreement, the newly-affiliated union began implementing some changes, such as using the name "UAW Local ____"⁵ and distributing dues income according to the UAW Constitution.

On September 26, the Employer sent the Union a request for information ("RFI") letter regarding MPC's affiliation with UAW, and the Union provided a response on October 2.

On October 1, the Parties met for in-person bargaining and the Union introduced Joe Morel, a UAW Region 4 Servicing Representative who would be assisting the Union with negotiations going forward. The Employer did not raise any objections to Morel's presence at the October 1

⁴ All dates are from 2025 unless specified.

⁵ The Union understood that it would receive a Local number once the UAW Local received a charter from the UAW International.

meeting. The Parties met to bargain again on October 2, 3, 6, and 7. Morel attended each bargaining session, and the Employer did not change its bargaining approach or raise any objections to Morel's presence at those meetings.

During bargaining sessions that took place between September 15 and October 7, the Employer and the Union agreed the affiliation would require updating documents, such as the CBA and dues authorization cards, that referred to the Union as "the MPC Union" to reflect the new name, which would include "UAW" and a number for the Local. The Employer did not raise objections to the affiliation or concerns about the name change.

On October 8, counsel for the Employer, Brendan Fitzgerald, and counsel for the Union, Joshua File, had off-the-record conversations about the substance of economic proposals. During one of these sidebars, File said either "this is a UAW Local" or "we're bargaining with the UAW" to explain the Union's position on comparative wage rates.⁶ After the October 8 meeting, the Employer cancelled the next two bargaining sessions. The Employer filed the instant RM petition on October 10.

Under the terms of the executed Affiliation Agreement, the Union was required to amend its bylaws to come into congruence with the UAW Constitution. On November 2, the Union voted to approve new bylaws. At the time of the hearing, the bylaws had not been submitted to UAW for final approval, thus the UAW Local ___ Bylaws received into evidence at the hearing were not in effect yet.

Union Structure Before and After Affiliation

Prior to affiliation, MPC operated as a small, independent labor organization representing a single bargaining unit of employees at the Employer's Niles facility. The bargaining unit consisted solely of employees at that facility, and the affiliation did not alter the scope or composition of the unit. UAW Local __ continues to represent only this bargaining unit, and there is no evidence that the Local has assumed responsibility for any additional units or employees.

Before affiliation, MPC maintained five elected officer positions: President, Vice President, Secretary, Treasurer, and Chief Steward. At the time of the affiliation vote, the President and Secretary positions were occupied but the other three positions were vacant. MPC also maintained several stewards, and those stewards continued in their roles following affiliation. President Tapia testified that the stewards' responsibilities and the manner in which grievances are initiated and processed did not change after affiliation.

⁶ The Parties disagree on the phrasing of the exact quote, but they agree that File brought up the UAW during a discussion about comparators for wage rates.

MPC's internal operations were informal. MPC did not maintain a formal budget, did not appear to hold regular membership meetings, and typically conducted meetings in the Employer's cafeteria. Following affiliation, the UAW Local __ is subject to UAW's constitution and bylaw requirements, and it revised its bylaws to conform with UAW's requirements. The UAW constitution and bylaws involve a more structured internal framework, including a fiscal year, monthly membership meetings, and procedures for calling special meetings. The new bylaws also require the Union to maintain nine elected officer positions, all of which must be filled by members of the bargaining unit through membership elections. The affiliation did not result in the removal or replacement of any existing officers, and UAW Local __ continues to use the same physical facilities and bank accounts it used prior to affiliation.

Membership status changed only in limited respects. All MPC members in good standing at the time of the affiliation were treated as members of UAW Local __ without paying initiation fees. New members, however, must complete an application and pay an initiation fee consistent with UAW's governing documents. The Affiliation Agreement also provides that Union members may access UAW resources on the same basis as members of any other UAW local.

The Affiliation Agreement stated existing collective bargaining agreements, bargaining units, officers and organizational structures would not change as a result of the affiliation. The Agreement also it stated that all committee members/stewards would hold the same positions and that representatives responsible for grievance handling and collective bargaining negotiations would stay the same, except that the International Union may participate.

The Union's dues structure changed as a result of affiliation. Prior to affiliation, members paid a flat weekly rate of \$2. Under the new dues structure, members will transition to a graduated system that increases every six months until reaching 2.5 hours of wages per month. This dues structure was included in the affiliation proposal and was approved by the members as part of the affiliation vote.

With respect to collective bargaining, the Union and the Employer both utilized legal representatives during negotiations prior to affiliation. After affiliation, UAW Representative Joe Morel began attending bargaining sessions. The record reflects that Morel occasionally spoke during these sessions but did not displace President Tapia as the Union's chief spokesperson. President Tapia testified that Morel's role was limited to providing assistance and support.

The affiliation also resulted in the adoption of UAW's constitution and bylaws, which reserve certain powers to the International, including approval of contracts, oversight of financial practices, and authority to sanction strikes. Naturally, these provisions did not exist when the MPC operated as an independent union. The record contains no evidence, however, that UAW has exercised these reserved powers in a manner that altered the Local's day-to-day representational functions.

Although the Local had not yet applied for an UAW charter at the time of the hearing, there is no evidence of any interruption in representation or disruption to the Local's operations.

III. BOARD LAW ON AFFILIATION AND SUBSTANTIAL CONTINUITY

Once a union has been certified by the Board or voluntarily recognized by an employer, it enjoys a presumption of continuing majority support. A subsequent affiliation with a national or international organization does not, standing alone, affect the union's representative status. *Minn-Dak Farmers Cooperative*, 311 NLRB 942, 944 (1993); *Toyota of Berkeley*, 306 NLRB 893, 899 (1992). Most mergers and affiliations naturally alter a union's organizational structure to some extent. The Supreme Court has recognized that unions often affiliate to obtain additional resources, expertise, or stability, and that such organizational adjustments are a natural and foreseeable aspect of collective-bargaining relationships. *NLRB v. Financial Institution Employees of America, Local 1182 (Seattle-First National Bank)*, 475 U.S. 192, 199 n.5, 208–09 (1986) (“*Seattle-First*”). See also *Sullivan Bros. Printers, Inc.*, 317 NLRB 561, 562-63 (1995) (discussing *Seattle-First*).

The National Labor Relations Act's “basic purpose” is to preserve industrial stability, and both the Supreme Court and the Board have emphasized that stability would be “unnecessarily disrupted” if every union organizational adjustment were triggered displacement of the bargaining relationship. *Minn-Dak Farmers Cooperative*, 311 NLRB at 944-45 (quoting *Seattle-First*, 475 U.S. at 202-03, 208). Accordingly, the Board will “interject” itself in only the most “limited of circumstances” involving internal union changes. *Sullivan Bros. Printers*, 317 NLRB at 562.

Consistent with this longstanding emphasis on stability and non-intervention, the Board applies a single, continuity-focused standard when evaluating post-affiliation representational questions.⁷ A question concerning representation arises in an affiliation context only if the organizational changes accompanying the affiliation are “sufficiently dramatic to alter the union's identity” such that a new and different organization has effectively substituted the previously chosen representative. *Raymond F. Kravis Center for the Performing Arts*, 351 NLRB 143, 147 (2007), *enfd.* 550 F.3d 1183 (D.C. Cir. 2008) (internal citations omitted); *Seattle-First*,

⁷ Previously, the Board applied a two-pronged test that examined (1) due-process considerations surrounding the affiliation vote and (2) whether substantial continuity existed between the pre- and post-affiliation unions. *Minn-Dak Farmers Cooperative*, 311 NLRB 942, 945 (1993); *Toyota of Berkeley*, 306 NLRB 893, 899 (1992). However, in *Raymond F. Kravis Center for the Performing Arts*, the Board abandoned the due-process prong in light of *Seattle-First*, holding that it would no longer inquire into internal voting procedures. 351 NLRB 143, 145-47 (2007), *enfd.* 550 F.3d 1183 (D.C. Cir. 2008). At the hearing, the Employer attempted to present testimony and documents relating to the adequacy of the Union's internal voting procedures. The hearing officer correctly excluded this evidence because, under *Kravis Center*, the Board no longer evaluates due-process challenges to affiliation votes. The Employer devoted substantial portions of its post-hearing brief to urging reconsideration of that precedent. Regional Directors, however, are not free to revisit or modify Board law, and the Employer's due-process arguments are therefore not considered.

475 U.S. at 209 n. 13. *See also CPS Chemical Co.*, 324 NLRB 1018, 1020 (1997); *Western Commercial Transport*, 288 NLRB 214, 217-18 (1988).

Given the narrow circumstances in which organizational changes can raise a question concerning representation, the Board's inquiry focuses on whether substantial continuity exists between the pre- and post-affiliation entities. To determine whether substantial continuity exists, the Board examines the totality of the circumstances, including:

(1) continuation of leadership responsibilities by the existing union officials; (2) perpetuation of membership rights and duties, such as membership eligibility and dues structure; (3) continuation of the manner in which contract negotiations, administration and grievance processing are effectuated; and (4) the preservation of the certified union's physical facilities, books, and assets. *Service America Corp.*, 307 NLRB 57, 59 (1992), citing *Western Commercial Transport*, 288 NLRB at 217.

This analysis is qualitative, rather than mechanistic, and gives "paramount effect to employees' desires." *Sullivan Bros. Printers*, 317 NLRB at 563 (other citations omitted).

Finally, as the party asserting a change in the bargaining representative, the Employer bears the burden of proving discontinuity. *Sioux City Foundry Co.*, 323 NLRB 1071, 1084 (1997); *Minn-Dak Farmers Cooperative*, 311 NLRB at 945.

IV. ANALYSIS

1. Stability and Continuity of Leadership

The stability and continuity of leadership is a "crucial" factor in determining substantial continuity, and the Board has repeatedly held that the retention of principal officers "weighs heavily in favor of a finding of continuity." *See, e.g., Toyota of Berkeley*, 306 NLRB 893 (1992); *Sioux City Foundry Co.*, 323 NLRB 1071, 1086 (1997) (quoting *Minn-Dak Farmers Co-op v. NLRB*, 32 F.3d 390 (8th Cir. 1994); *CPS Chemical Co.*, 324 NLRB 1018 (1997). Continuity exists where pre-affiliation leaders continue to serve in their roles post-affiliation, even where the post-affiliation structure introduces additional positions or layers of governance. *See e.g., CPS Chemical Co.*, 324 NLRB at 1022 ("[The] retention of the Association's president as CPS group leader establishes substantial continuity of leadership.").

Before the affiliation, the Local was led by an elected President, Vice President, Secretary (vacant), Treasurer (vacant) and a steward body that included a Chief Steward and several other stewards. Following the affiliation, both the President and Vice President have retained their positions. The Chief Steward stepped down, but the remaining stewards continue to serve. The post-affiliation structure expands the executive board from five to nine positions, and the vacant roles—including the Chief Steward position—will be filled through the Local's internal democratic process. Only members of the Local are eligible to run for and vote on these

positions. Thus, no leaders are being replaced by “outsiders” or people not already within the Local.

The record demonstrates substantial continuity of leadership. The President and Vice President—the Local’s principal functioning officers—remain in office, and the majority of the steward body continues to serve. The only officer who is no longer in office following affiliation is the Chief Steward. The Board has consistently held that turnover among local officers is “normal” and does not, without more, indicate a loss of identity. *CPS Chemical Co.*, 324 NLRB at 1022. Likewise, the expansion of an executive board does not establish discontinuity. *Deposit Telephone Co.*, 349 NLRB 214, 222 (2007). Thus, the Employer’s argument that leadership is “almost entirely different” because several officer positions were vacated before affiliation and the executive board expanded is unpersuasive.

Further, the Employer’s reliance on *Garlock Equipment Company* and *Western Commercial Transport* is misplaced. 288 NLRB 247 (1998); 288 NLRB 214 (1988). In those cases, the pre-affiliation leadership was effectively displaced; whereas here, the Union’s same elected President continues to negotiate with the Employer, the same stewards continue to process grievances (except for the Chief Steward), and all leadership positions remain in the hands of Local members.

The Employer’s argument that the Local President’s authority has been diminished is also unpersuasive. The Board evaluates actual practice, not theoretical authority. *Central Washington Hospital*, 303 NLRB 404, 405 (1991). The Local President continues to serve as the primary representative in bargaining and grievance handling, and there is no evidence that the UAW International has displaced the Local’s authority in these areas.⁸ Reserved or “paper” authority in a parent union’s constitution does not establish discontinuity absent evidence that such authority is exercised with regularity. *RCN Corp.*, 333 NLRB 295, 307 (2001) (citing *Minn-Dak* and *Central Washington Hospital*); *Toyota of Berkeley*, 306 NLRB at 903.⁹ Moreover, changes to internal governance, such as requiring monthly meetings or shifting certain unilateral powers of the President into the hands of members, are classic internal union affairs and do not constitute a

⁸ The record establishes that UAW Representative Joe Morel joined bargaining sessions after the affiliation, but it does not establish that Local President Tapia was forced to allow Morel to attend. In fact, Tapia testified that he was not required to have Morel attend bargaining. The mere presence of Morel at the bargaining table does not suggest a change to the authority of the Union’s Local President. The Employer’s remaining arguments about UAW Representative Joe Morel’s role will be discussed in Section 3. Continuity in Contract Negotiations, Administration, and Grievance Processing, below.

⁹ The Board has explicitly held that reserved rights of approval by an International (such as contract review or strike sanctioning) do not supplant the local as the entity primarily responsible for its own affairs, so long as the local initiates these actions. Issues concerning the Local’s autonomy in bargaining, contract administration, and grievance handling are addressed in Section 3, below.

material change in identity. *Sioux City Foundry Co.*, 323 NLRB at 1086; *RCN Corp.*, 333 NLRB at 307-08.¹⁰

Accordingly, the evidence establishes substantial continuity of leadership.

2. Perpetuation of Membership Rights and Duties

When an independent union affiliates with a larger, more established union, the Board evaluates the impact on the rights and duties of existing members, but it has repeatedly held that “differences in size, bylaws, and internal procedures” resulting from affiliation do not establish discontinuity. *CPS Chemical Co.*, 324 NLRB at 1021-22. Instead, the Board’s analysis has focused on a narrow set of issues: (1) whether current members automatically transfer into membership in the post-affiliation union; (2) whether initiation fees are imposed on current members; and (3) whether changes in dues are consistent with the ordinary and foreseeable consequences of affiliation. *See CPS Chemical Co.*, 324 NLRB at 1021-22; *Sullivan Bros. Printers*, 317 NLRB 561, 564 (1995); *Toyota of Berkeley*, 306 NLRB at 903.

a. Automatic Transfer of Membership

The Employer has not shown that MPC members failed to automatically transfer membership into UAW Local __ post-affiliation. The affiliation agreement refers to “[MPC]-UAW members” and guarantees them access to UAW resources on the same basis as members of any other UAW local. Local President Tapia testified that he was unsure of the precise timing of when MPC members technically became or would become UAW members. This uncertainty does not establish that membership transfer failed to occur, and there is no evidence that any MPC member has been denied membership or representation.

b. Initiation Fees

The Board has consistently found continuity where current members transfer into the post-affiliation union without initiation fees. *Sullivan Bros. Printers*, 317 NLRB at 564; *Toyota of Berkeley*, 306 NLRB at 903.

As mentioned above, current MPC members, at the time of affiliation, transferred into membership of the affiliated Union without initiation fees. Prior to affiliation, MPC did not charge initiation fees. The affiliation agreement between MPC and UAW provides that all current MPC members will become members of UAW Local __ without initiation fees. Although the UAW Local __’s draft bylaws refer to an initiation fee, Local President Tapia testified that the

¹⁰ The Employer also argues that the Local’s shift away from a “strong executive” model of leadership reflects a break in continuity. The Board’s substantial continuity inquiry focuses on whether the representative entity has undergone a material change, not whether a single officer retains the same unilateral discretion. There is no evidence that reallocating certain powers from the President to the membership has substantively altered the Local’s leadership structure. The Local’s authority in bargaining, contract administration, and grievance handling is addressed in Section 3, below.

initiation fee would apply only to new members. Under Board precedent, initiation fees applicable only to future members are immaterial. *CPS Chemical Co.*, 324 NLRB at 1022 & fn. 30.

The Employer argues that the existence of an initiation fee in UAW Local ___'s governing documents reflects a change in membership rights and that MPC members therefore did not automatically become UAW members. However, since the initiation fee was waived for current members at the time of affiliation, this argument lacks merit. The affiliation agreement expressly states that current MPC members will not be charged initiation fees

c. Dues

The Board treats dues increases as ordinary and foreseeable consequences of affiliation. *See e.g., Mike Basil Chevrolet*, 331 NLRB 1044, 1045 (2000); *CPS Chemical Co.*, 324 NLRB at 1022; *Sioux City Foundry Co.*, 323 NLRB at 1084. Employees who vote to affiliate reasonably expect that stronger representation and expanded services may entail higher dues. *CPS Chemical Co.*, 324 NLRB at 1022.

Post affiliation, dues will transition from a flat \$2 weekly fee to a graduated structure that will eventually reach 2.5 hours of wages per month. . The Board has emphasized the significance of gradual implementation. *CPS Chemical Co.*, 324 NLRB at 1022. The dues structure here is phased in over time, and the eventual rate is only modestly higher than the rate the Board has previously found consistent with continuity.¹¹ Moreover, the UAW Constitution empowers the Local Union to set its own dues rate, provided the Local does so in accordance with the UAW Constitution, which includes minimum rates.

The Employer also argues that the dues increase is so substantial that it reflects a dramatic change and that provisions in the UAW Constitution relating to membership eligibility and internal union procedures alter members' rights. However, the Employer emphasizes calculations based on the wages of the highest-paid employee(s), and the record does not establish how many employees would pay dues at that level.

¹¹ The Employer's reliance on the First Circuit's *Sullivan Bros. Printers* decision is unpersuasive. As explained above, that case arose in the context of a petition for injunctive relief under Section 10(j), and the court did not decide whether the affiliation resulted in a change of identity. 38 F.3d 58, 64–66 (1st Cir. 1994). Moreover, when the Board subsequently considered the case, it characterized the change from a flat dues rate to a dues rate structure based on a sliding scale as a "slight" difference in dues structure. *Sullivan Bros. Printers, Inc.*, 317 NLRB 561, 564 (1995). The First Circuit's discussion therefore does not support the Employer's position and the Board's discussion does not support a lack of continuity in this case.

d. Other Asserted Changes to Membership Rights

The Employer also points to provisions in the UAW Constitution relating to jurisdictional definitions, membership eligibility, and internal governance procedures, such as running internal elections, calling special meetings, proposing changes to bylaws, and exhausting internal remedies. However, there is no evidence that UAW or UAW Local ___ has imposed new restrictions on MPC members, required them to complete application forms, or denied representation based on outside affiliations. These asserted changes are the natural and foreseeable consequences of joining a larger organization, purely internal matters, and/or changes that require evidence of actual practice.

The Board has repeatedly rejected arguments that changes to size, bylaws, and internal procedures establish discontinuity. *CPS Chemical Co.*, 324 NLRB at 1021; *Minn-Dak Farmers Cooperative*, 311 NLRB 942, 948 (1993). The Board has also declined to consider internal affairs governed by Section 8(b)(1)(A) of the Act, as they are beyond the Board's scope of review and are not usually relevant to substantial continuity analysis. *Sioux City Foundry Co.*, 323 NLRB at 1086. Finally, the Board has declined to find changes in continuity based on formal authority reserved to the International, unless there is evidence that the authority was exercised with some regularity. *Minn-Dak Farmers Cooperative*, 311 NLRB at 947; *Sullivan Bros. Printers*, 317 NLRB at 564 (finding a bylaw restricting members' rights to accept outside employment was not evidence of change because there was no evidence that the provision was actually enforced).

3. Continuity in Contract Negotiations, Administration, and Grievance Processing

In evaluating continuity, the Board examines whether the manner in which contract negotiations, grievance processing, and related representational functions are carried out remains substantially the same post-affiliation. As discussed, the Board has long recognized that independent unions frequently affiliate with larger organizations specifically to obtain bargaining expertise, professional advice, or financial support, and that such affiliations may result in some loss of autonomy. *CPS Chemical Co.*, 324 NLRB at 1021 (citing *Seattle-First*). These are "ordinary and valid" consequences of affiliation and do not, without more, establish discontinuity. *Mike Basil Chevrolet*, 331 NLRB at 1045; *May Dep't Stores Co.*, 289 NLRB 661 (1988).

The Board distinguishes between reserved authority in governing documents and actual practice. Reserved rights of approval, veto powers, or formal oversight provisions do not displace a local's representational identity absent evidence that such authority is exercised with regularity. *RCN Corp.*, 333 NLRB at 307-08; *Minn-Dak Farmers Cooperative*, 311 NLRB at 947-48. The presence of international representatives in negotiations or arbitrations is also insufficient to show discontinuity where the local continues to select its bargaining committee

and retains primary responsibility for representational functions. *CPS Chemical Co.*, 324 NLRB at 1023-24.

a. Contract Negotiations

The Employer has not shown that the affiliation altered the Local's control over negotiations. Local President Tapia continues to serve as the Union's chief spokesperson and the composition of the bargaining committee remains the same. Although UAW Representative Morel attended several bargaining sessions, the record reflects that his role was limited to assistance and support. The Local Union's members retain the ultimate right to ratify or reject contract proposals. Further, there is no evidence that UAW International has exercised any reserved authority to direct bargaining strategy or to override the Local's decisions.

The Employer argues that the presence of a UAW representative at the bargaining table reflects a shift in control. The Board has previously found an international union's representative can play an active role in negotiations without disrupting continuity, as long as the representative acts consistently with the local members' interests. *CPS Chemical Co.* 324 NLRB at 1023-24. There is no evidence Morel's role was anything more than a source of expertise in negotiations or that he took any actions on behalf of the Local members, let alone actions inconsistent with their interests.

The Employer also argues the UAW Constitution's reserved authority to approve contracts demonstrates a loss of autonomy. Under both Seventh Circuit and Board precedent, an international's right to review bargaining proposals and agreements does not break continuity where, as here, "primary control" over negotiations, ratification, and implementation remain with the Local. *May Dep't Stores Co. v. NLRB*, 897 F.2d 221, 229 (7th Cir. 1990); *May Dep't Stores Co.*, 289 NLRB at 666.

b. Grievance Processing

Grievances continue to be initiated and processed by the Local's officers and stewards, as they were before affiliation. The Employer identifies provisions in the UAW Constitution concerning grievance appeals or International involvement, but there is no evidence that these provisions have been invoked, nor that the Local has been displaced in its day-to-day administration of the contract. The Board has repeatedly rejected arguments based solely on formal language contained in governing documents absent evidence of routine exercise. *Minn-Dak Farmers Co-op*, 311 NLRB at 947-48 (language authorizing an international union to act on grievances did not affect a local union's autonomy, particularly where the provision also authorized the local to act and there was no evidence of routine International intervention). Thus, the functional locus of control for grievance processing remains with the Local.

c. Strike Authorization

The International's reserved right to approve strikes, as stated in the constitution, does not demonstrate discontinuity. The Local membership retains the right to vote on whether to authorize a strike, and the Employer has not shown that the International has used or attempted to use its approval authority to direct Local decision-making. The Board has consistently declined to treat oversight provisions such as these as evidence of substantial change, and the Seventh Circuit has affirmed the Board's holdings that reserved rights of approval do not supplant the local as the entity primarily responsible for the conduct of its affairs. *May Dep't Stores Co. v. NLRB*, 897 F.2d at 229 (7th Cir. 1990) (“[a]lthough the UFCW constitution requires that the UFCW president must also approve a local strike, the principal consideration of the merits of a strike determination remains in the hands of the affected members.”). *See also Mike Basil Chevrolet*, 331 NLRB at 1045.

The evidence demonstrates substantial continuity in the manner in which contract negotiations, grievance processing, and strike authorization are effectuated.

4. Preservation of Physical Facilities, Books, and Assets

The Board considers whether the union's physical facilities, books, and assets remain available to serve the representational needs of the unit. However, this factor is given little weight, absent evidence that resources are no longer available to the unit or have been placed so far beyond the membership's control that their voice in union affairs is effectively extinguished. *Independence Residences, Inc.*, 358 NLRB 362, 376-77 (2012); *Deposit Telephone Co.*, 349 NLRB at 223. Ordinary changes in financial structure, asset management, including the diversion of dues to an international, are natural and foreseeable consequences of affiliation and do not indicate discontinuity. *CPS Chemical Co.*, 324 NLRB at 1024.

a. Physical Facilities and Local Assets

The Employer has not shown that the affiliation altered the Local's access to or control over its physical facilities, books, or assets. The Affiliation Agreement states that MPC's assets “shall continue to be held as the property of the newly chartered UAW Local ____,” and Local President Tapia testified that the Union continues to use the same facilities, bank accounts, and records. There is no evidence that any assets have been removed from the Union's functional control or rendered unavailable to the unit.

b. Financial Procedures and Dues Allocation

The Employer argues that the adoption of UAW budgeting procedures, spending guidelines, and dues distribution reflects a material change in identity. The Board has consistently rejected similar arguments, holding that the diversion of dues to an International, the imposition of standardized budgeting requirements, or the introduction of new financial procedures are normal

consequences of affiliation and do not break continuity. *CPS Chemical Co.*, 324 NLRB at 1024. Moreover, these are internal administrative matters and do not bear on whether the Union's assets remain available to meet the representational needs of the unit. There is no evidence that these procedures have limited the Local's ability to access funds or use its resources for representational purposes.

Additionally, the Employer's reliance on language in the UAW constitution concerning financial oversight is misplaced. Reserved authority in a parent union's governing documents does not establish discontinuity, absent evidence that such authority is used with regularity. *RCN Corp.*, 333 NLRB 295 (2001). There is no evidence that these procedures have limited the Local's ability to access funds or use its resources for representational purposes.

c. Distinction from *Western Commercial Transport*

The facts here differ sharply from the circumstances in *Western Commercial Transport*, where the Board found that a district structure placed all local funds "beyond the direct control of the unit membership." 288 NLRB 214 (1988). There is no comparable evidence that UAW Local ___ has lost control of its assets or been absorbed into a larger administrative entity. Thus, the evidence demonstrates substantial continuity in the Local's physical facilities, books, and assets.

5. Remaining Arguments Concerning Substantial Continuity

Finally, the Employer argues that even if no single change is dispositive, the cumulative effect of all changes associated with the affiliation is sufficient to disrupt continuity. The Board, however, has long emphasized that the substantial-continuity inquiry is qualitative, not quantitative. The question is not how many differences can be identified, but whether the changes, taken together, demonstrate that the post-affiliation organization is so dramatically different that it has supplanted the employees' chosen representative. *Sullivan Bros. Printers*, 317 NLRB at 562-63; *Mike Basil Chevrolet*, 331 NLRB at 1044-45. As explained above, the record does not support such a conclusion. The core representational functions of the Union — including leadership, grievance processing, bargaining responsibilities, and the scope of the bargaining unit — remain substantially unchanged.

I have considered all of the changes identified by the Employer. As discussed above, many of these asserted changes concern internal administrative matters, prospective or theoretical possibilities, or formal provisions in UAW's governing documents that have not been shown to affect the Union's actual representational conduct. The Board has repeatedly held that such formalistic or speculative arguments do not establish a lack of continuity. *RCN Corp.*, 333 NLRB at 307-08; *Minn-Dak Farmers Co-op.*, 311 NLRB at 947-48. To the extent that any specific change is not addressed individually, it is because it falls into this category and does not alter the outcome of the analysis.

Conclusion

As stated above, the burden of proving discontinuity rests with the party asserting that the certified representative has been replaced by a new and different organization. *Sioux City Foundry Co.*, 323 NLRB at 1084. Here, the Employer has not presented evidence demonstrating that the affiliation resulted in a loss of employee control, a displacement of local leadership, or a meaningful change in the Union's representational identity. Instead, the record reflects ordinary and foreseeable consequences of affiliation with a larger labor organization — changes the Board has consistently found insufficient to raise a question concerning representation. Because the Employer has not met its burden, I find that substantial continuity exists from before affiliation to after affiliation.

V. WAIVER

The Union has argued that the Employer cannot bring this RM petition because the Employer waived its right to challenge the affiliation. Although the Employer has not met its burden to demonstrate that the affiliation resulted in a loss of substantial continuity, waiver, if established, would provide an independent basis for dismissing the petition.

Under established Board law, waiver is defined as the “intentional relinquishment of a known right.” *Ventura County Star-Free Press*, 279 NLRB 412 (1996). To establish waiver, the evidence must show that the Employer's conduct clearly manifested an acceptance of the post-affiliation entity as the bargaining representative. Relatedly, an employer may be estopped from challenging an affiliation if the union relied to its detriment on the employer's failure to timely object. *Id.*

In *Ventura County Star-Free Press*, the Board found waiver and estoppel where an employer demanded proof of a union's authority, explicitly stated it accepted that authority, and then negotiated for eight months before finally raising any challenge. The Board emphasized that the union's detrimental reliance was evident because the employer's prolonged silence prevented the union from seeking to amend its certification earlier.

Here, the Employer was aware of the affiliation shortly after the vote and communicated that fact to employees, stating that that Parties intended to continue bargaining for a successor CBA. The Employer also attended several bargaining sessions during this period. However, these events occurred over a matter of days or, at most, a few weeks. The Board has not found waiver on such a compressed timeline, and the Employer's filing of the RM petition is inconsistent with the kind of prolonged acquiescence that has supported waiver findings in prior cases.

Nor has the Union shown detrimental reliance. There is no evidence that the Union altered its position, forewent legal remedies, or suffered prejudice as a result of the Employer's brief delay

in raising its objections. Without a showing of detrimental reliance or a sustained course of conduct manifesting a clear intent to waive legal objections, the Union's waiver argument cannot succeed.

Because the timeline is too short to support a finding of waiver under existing Board precedent, and because the Union has not demonstrated detrimental reliance, I do not rely on waiver as an independent basis for dismissing the petition.

VI. FINDINGS AND CONCLUSIONS

Based on the totality of the circumstances, I find that MPC's affiliation with UAW did not result in organizational changes sufficiently dramatic to alter the Union's identity or effectively substitute the previous representative with an entirely different representative. The record demonstrates substantial continuity in the Union's leadership, membership rights, contract administration, and preservation of physical facilities and assets, and therefore no question concerning representation exists. The Employer has failed to meet its burden of proof to show that there was a lack of substantial continuity when MPC affiliated with UAW. Accordingly, the Union remains the exclusive collective-bargaining representative of the employees in the appropriate unit, and the instant RM petition is hereby dismissed.

VII. ORDER

It is hereby ordered that the petition in this matter is dismissed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67(c) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

Procedures for Filing Request for Review: Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site (www.nlr.gov), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must comply with the formatting requirements set forth in Section 102.67(i)(1) of the Board's Rules and Regulations. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#).

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time) on March 20, 2026**, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on March 20, 2026**.

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which must also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Any party may, within 5 business days after the last day on which the request for review must be filed, file with the Board a statement in opposition to the request for review. An opposition must be filed with the Board in Washington, DC, and a copy filed with the Regional Director and copies served on all the other parties. The opposition must comply with the formatting requirements set forth in §102.67(i)(1). Requests for an extension of time within which to file the opposition shall be filed pursuant to §102.2(c) with the Board in Washington, DC, and a certificate of service shall accompany the requests. The Board may grant or deny the request for review without awaiting a statement in opposition. No reply to the opposition may be filed except upon special leave of the Board.

Dated: March 06, 2026

/s/ Angie Cowan Hamada

ANGIE COWAN HAMADA
Regional Director
National Labor Relations Board
Region 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027