

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 01**

**NCR ATLEOS CORPORATION**

**Employer**

**and**

**Case 01-RC-374776**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 2222**

**Petitioner**

**DECISION AND DIRECTION OF ELECTION**

NCR Atleos Corporation (the Employer) installs, maintains, and repairs automated teller machines (ATMs). International Brotherhood of Electrical Workers, Local 2222 (the Petitioner or the Union) has filed a petition seeking to represent a bargaining unit comprised of three customer engineers located in the State of Maine. The Employer takes the position that the smallest appropriate unit would include all twenty customer engineers who work in its Territory 114G, which includes the states of Maine and New Hampshire as well as parts of New York and Vermont.

A hearing officer of the Board conducted a hearing in this matter and the parties subsequently filed briefs with me. As explained below, based on the record and relevant Board law, I find that the petitioned-for unit is not an appropriate unit; I am directing an election in a territory-wide unit, which is the smallest appropriate unit that includes the petitioned-for employees.

**FACTS**

The Employer services and installs ATMs throughout the United States and abroad. There are two Area Vice Presidents in the United States. Erik Frankenburg is the Vice President for North America—East. Approximately nine Area Managers report directly to Vice President Frankenburg, including Area Manager Andrew Reilly. Five Territory Managers, each of whom oversees a distinct territory, report to Area Manager Reilly. Among these territory managers is Bert Sukowaski, who is responsible for Territory 114G. Territory 114G, which is one of the Employer's 49 United States territories, covering part of New York State,<sup>1</sup> all of Maine, all of New Hampshire, and most of Vermont.<sup>2</sup> Area Manager Reilly testified while the Employer takes state borders into account while drawing territory maps, most territories include at least parts of multiple states.

---

<sup>1</sup> Southeastern New York and New York City are not part of US114G.

<sup>2</sup> The Employer draws a line between territories near Brattleboro, Vermont.

Territory Manager Sukowaski oversees the twenty customer engineers in his territory, including the three petitioned-for customer engineers. He does not oversee any other customer engineers, or other territories. He holds biweekly virtual meetings over Microsoft Teams with the twenty customer engineers and sends them emails and chats throughout their workday. Meetings cover a variety of topics including customer performance and new initiatives.<sup>3</sup>

Area Manager Reilly testified that Territory Manager Sukowaski is responsible for the day-to-day service operations of his territory, including the performance and coaching of the customer engineers, meeting with customers, and adhering to financial targets. Territory Manager Sukowaski is responsible for approving leave requests. Per the Employer's policy, a territory manager cannot grant leave to employees in excess of a designated percentage. When evaluating leave requests for Maine, a territory manager looks at both Maine and New Hampshire to make certain of adequate coverage for Maine. Territory Manager Sukowaski completes performance evaluations for his customer engineers but must rely on the Employer's performance metrics to do so. He does not have independent authority to promote, discipline, or terminate employees.

The Employer categorizes customer engineers as CE I, CE II, or CE III (senior CE). Customer engineers are also sometimes called field service technicians. All customer engineers, regardless of location, perform ATM installations, meet with vendors, and answer service calls. Senior customer engineers also assist with training new hires and handling escalations.<sup>4</sup> All customer engineers, regardless of location, use the same tools and skills to perform their work. A newly hired customer engineer is trained by the geographically nearest customer engineer. There is no formal certification program for customer engineers.

Customer engineers do not report to work at a physical location. Rather, they are based out of their homes and drive Employer-provided vehicles to their daily work assignments.<sup>5</sup> The Employer provides each customer engineer with a work phone through which they receive service calls. Customer engineers use an application on their work phones to submit requests for tools or parts needed to complete a repair or installation.

Customer engineers' work assignments originate from centralized dispatchers based overseas. Territory Manager Sukowaski becomes involved in the assignment process only when the assignment involves an installation or special urgency. The Employer assigns each customer engineer a code, akin to an employee identification number. The code is based on the employee's geographic location: a Vermont code starts with 7, a New Hampshire code starts with 8, and a Maine code starts with 9. A dispatcher assigns work based on the employee's proximity to where the work will occur. As a result, the three Maine-based customer engineers perform almost all their work within the State of Maine and almost all work within the State of Maine is performed by the

---

<sup>3</sup> Neither Manager Sukowaski nor any of the customer service engineers testified. Area Manager Reilly testified about Manager Sukowaski's responsibilities and interactions with customer service engineers.

<sup>4</sup> It appears an escalation occurs when a customer's issue is not resolved through normal processes and requires specialized support.

<sup>5</sup> The three petitioned-for employees are based in Fairfield, ME; Hudson, ME; and Portland, ME. The four New Hampshire-based employees the petitioner does not seek to represent are based in Hudson, NH; Nashua, NH; and Manchester, NH (where two employees reside).

three Maine-based customer engineers. As of December 1, 2025, Maine-based customer engineers had completed 1,721 service calls for the year. 1,643 of these calls took place in Maine; 11 in New Hampshire; 13 in Canada; 53 in New York; and one service call for an ATM based in Florida.<sup>6</sup> As of that same date, New Hampshire customer engineers completed 3,080 service calls; 74 of those calls were to locations in Maine.

Most terms and conditions of employment are the same regardless of the territory in which a customer engineer works. Employees are subject to the same pay policies and work standard eight-hour shifts.<sup>7</sup> The Employer maintains different pay zones throughout the United States. Customer engineers in Maine, New Hampshire, and Vermont are in Zone 1; New York is in Zone 2 or Zone 3. Zones are based on the cost of living in the area.

All customer engineers are eligible for the same benefits and subject to the same workplace policies except where the Employer must comply with local laws. For example, Maine laws relating to meal breaks differ from laws in New Hampshire and New York.

Terms and conditions of employment also differ where customer engineers are covered by collective-bargaining agreements; there is a history of collective bargaining in several of the Employer's other territories. Employees in Territory 107J are represented by IBEW Local 2222 in Massachusetts and Rhode Island. The customer engineers in three territories (107I, 107T, and 107B) in the greater New York City metro area comprise a single bargaining unit represented by Teamsters Local 202. The customer engineers in territory 107V (the thumb of Michigan) are represented by IBEW Local 58. There is, however, no history of collective-bargaining regarding the Employer's customer engineers in territory 114G.

## **ANALYSIS**

The Petitioner asserts that each customer engineer's home constitutes a facility, and that the Petitioner seeks to represent the three Maine facilities but not the seventeen facilities located in New Hampshire, Vermont, and New York State.

In *Opici Family Distributing of New York*, 371 NLRB No. 30 (2021), where the petitioner sought to represent outside sales representatives who worked from their homes and visited customers but the employer contended that only a larger unit, including other outside sales representatives, was appropriate, the Board assessed the proposed unit as a multi-facility unit, and applied its test for determining the appropriateness of a petitioned-for multi-facility unit. Because

---

<sup>6</sup> The Florida call was to a Florida-based cruise ship which was at the time docked in Portland, Maine. The 53 New York calls were performed by a Maine-based customer engineer who volunteered to travel to Syracuse when the Employer was short-handed in that area.

<sup>7</sup> In Maine, shifts start at 8:00 a.m. In other sub-areas of territory 114G, including Buffalo, Rochester, and New Hampshire, shifts start at 9:00 a.m., 10:00 a.m., 12:00 p.m., or 1:00 p.m.

the customer engineers similarly work in field locations departing from their homes, this standard applies.<sup>8</sup>

To determine whether a petitioned-for multifacility unit is appropriate, the Board evaluates whether that group has a ‘distinct’ community of interest from the excluded facilities. *Id.* quoting *Audio Visual Services Group, LLC*, 370 NLRB No. 39, slip op. at 2 (2020). To make that determination, the Board several factors: employees' skills and duties; terms and conditions of employment; employee interchange; functional integration; geographic proximity; centralized control of management and supervision; and bargaining history. *Id.*

Turning to these criteria, I conclude as follows:

*Employees' Skills and Duties*

All territory 114G customer engineers have identical skills and duties regardless of their home states. The Petitioner notes that this factor is not dispositive where, as here, employees throughout a larger geographic area also have identical skills and duties, *Bashas', Inc.*, 337 NLRB 710, 711 (2002). Accordingly, this factor is neutral in my analysis.

*Terms and Conditions of Employment*

Terms and conditions of employment are similar among all territory 114G customer engineers. Although all shifts last eight hours, there is some variation in shift start time depending on location within the territory. The Employer's pay scale takes local cost of living into account such that New York State employees are compensated at a higher rate than the Maine, Vermont, and New Hampshire employees. Other differences in terms and conditions of employment result from state laws requiring certain breaks. Many terms and conditions of employment which are common to all territory 114G customer engineers, such as benefits and workplace policies, are also common to all customer engineers nationwide.

As the Petitioner emphasizes, “Board precedent recognizes [that] a wage differential could become ‘a prime source of friction’ during collective-bargaining negotiations were the two groups included in the same unit,” *Opici Family Distributing*, slip op. at 3 (citing *Executive Resource Associates*, 301 NLRB 400, 402, 404 (1991). Differences in compensation rates do not destroy a community of interest among employees. *Four Winds Services, Inc.*, 325 NLRB 632 (1998). See also *Borden, Inc.*, 308 NLRB 113, 115 (1992), *enfd.* 19 F.3d 502 (10th Cir. 1994), *cert. denied* 513 U.S. 927 (1994) (noting the widespread existence of dual-tier pay structures for employees doing the same work in the same unit). The Maine, Vermont, and New Hampshire customer engineers' pay is under Zone 1, within the Employer's pay structure, whereas New York customer engineers fall under Zone 2 or Zone 3 pay zones, based on cost of living, the petitioned-for unit employees

---

<sup>8</sup> In its brief, the Employer does not make an argument regarding multifacility units. Rather, the Employer submits that the appropriate analytical framework is *American Steel Construction, Inc.* 372 NLRB No. 23 (2022). However, the *American Steel* Board explained that the question of whether a petitioned-for unit must contain additional classifications is substantively different than whether a petitioned-for unit must contain employees at additional locations. Here, the Employer is not seeking to include employees in additional classifications; all involved employees are customer engineers.

share a zone pay commonality with some, but not all, of the other customer engineers the Employer contends must be included. This factor is neutral in my analysis.

### Employee Interchange

Interchange occurs where a portion of the workforce of one facility is involved in the work of the other facility through temporary transfer or assignment of work. However, a significant portion of the work force must be involved and the work force must actually be supervised by the second location to meet the burden of proof of the party opposing the single-facility unit. *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999). For example, the Board has found established and significant employee interchange where during a one-year period, there were approximately 400 to 425 temporary employee interchanges among three terminals in a workforce of 87, and the temporary employees were directly supervised by the terminal manager where the work was being performed. *Dayton Transport Corp.*, 270 NLRB 1114, 1115 (1984). On the other hand, where the amount of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met, including where a party fails to support a claim of interchange with either documentation or specific testimony providing context. *Cargill, Inc.*, 336 NLRB 1114, 1114 (2001); *Courier Dispatch Group*, 311 NLRB 728, 728, 731 (1993). Also important in considering interchange is whether the temporary employee transfers are voluntary or required, the number of permanent employee transfers, and whether the permanent employee transfers are voluntary. *New Britain Transportation Co.*, supra.

The Employer views all twenty Territory 114G customer engineers as part of a single work group which reports to a single manager; however, the three Maine-based customer engineers perform almost all of their work within the State of Maine and almost all work within the State of Maine is performed by the three Maine-based customer engineers. As of December 1, 2025, the Maine-based customer engineers had performed 78 calls that year outside the State of Maine. Maine-based customer engineers are sometimes required to perform work in New Hampshire and other states, and the four New Hampshire-based customer engineers were required to perform work in Maine on 74 occasions during the first eleven months of 2025.

I conclude that this factor weighs against concluding that the three Maine-based customer engineers among 20 customer engineers in Territory 114G have a community of interest that is 'distinct' from other customer engineers in Territory 114G.

### Functional Integration

Functional integration occurs when employees at two or more facilities are closely integrated with one another functionally, notwithstanding their physical separation. *Budget Rent A Car Systems*, 337 NLRB 884 (2002). This functional integration involves employees at the various facilities participating equally and fully at various stages in the employer's operation, with a substantial degree of coordination and contact, such that the employees constitute integral and indispensable parts of a single work process.

Here, all customer engineers work independently performing the same tasks and using the same skills. They attend the same meetings and receive work assignments from a centralized dispatcher. I conclude that this factor is neutral in my analysis where there is no evidence of functional integration among any of the customer engineers due to the nature of their jobs.

Geographic Proximity

The three Maine customer engineers collectively cover a large and diverse geographic area. Portland, Maine is roughly 135 miles from Hudson, Maine. However, the Portland, Maine customer engineer is separated by fewer than 100 miles from the New Hampshire customer engineers the Petitioner does not seek to include. Multiple New Hampshire customer engineers are located fewer than 40 miles from the Maine border.

In applying its test for the appropriateness of petitioned-for multi-facility units, the Board has hesitated to find that employees share a distinct community of interest based solely on the fact that they are located in the same political subdivision. In *Bashas', Inc.*, supra, the Board found that a proposed 17-store unit including all stores located in Maricopa County was not appropriate, noting that the employees do not share a sufficient community of interest based solely on the fact that they are in the same county. The Board emphasized that the petitioned-for unit did not conform to any administrative function or grouping and held:

...grouping stores on a countywide basis in this case does not constitute a coherent geographic unit, where there is at least one other store—the Casa Grande Store—in close geographic proximity to other stores in the unit, and where there is no other basis for excluding the Casa Grande store other than the fact it is not in Maricopa County. Although stores within a coherent geographic grouping, such as a countywide store unit, may in certain circumstances constitute an appropriate multifacility unit, we find it significant that the unit here fails to include the Employer's close by Casa Grande store. Located in the county adjacent to Maricopa County, the Casa Grande store is only 32 miles from Chandler and is part of the same “metropolitan statistical area” as Maricopa County. The proximity of Chandler to the Casa Grande store is comparable to the 30 miles from Chandler to Glendale, site of a Food City store included in the petitioned-for unit. In these circumstances, the mere fact that the 17 petitioned-for stores are all in the same county is insufficient to establish the appropriateness of this unit.

337 NLRB at 711.

Likewise, in *Alamo Rent-A-Car*, 330 NLRB 897 (2000), the Board held that a unit consisting of two of four facilities in San Francisco was not appropriate absent evidence of administrative or functional grouping of the proposed unit, substantial interchange or significant functional integration between the two facilities, and common supervision between the two facilities. In *Acme Markets*, 328 NLRB 1208 (1999), the Board found that the petitioned-for unit consisting of pharmacy employees in only three of the four states in which the employer operated was inappropriate, holding “Although it is clear that the employees in the originally petitioned-for unit share a significant community of interest, the record fails to show that their community of

interest is distinct from the community of interest they share with the employees of the Employer's New Jersey stores.”

Here, as in *Bashas', Inc.*, the petitioned-for unit does not conform to an administrative function or grouping of the Employer. While the proposed unit is defined by state boundaries, the Employer does not rely on state boundaries when it structures its operations. All of Maine happens to be in a single territory, but Vermont and New York State lie partially within that territory.<sup>9</sup>

I conclude that this factor weighs against finding that the petitioned-for unit is appropriate, and in favor of concluding that any appropriate unit must include all 20 customer engineers in Territory 114G.

#### Centralized Control of Management and Supervision

Territory Manager Sukowaski supervises all 20 customer engineers in territory 114G. He holds regular meetings with the customer engineers in the territory, approves their leave requests, and occasionally becomes involved in their work assignments, but he has little discretion with regards to how he applies the Employer's policies.

Given the lack of separate supervision, I find that this factor also weighs against finding that the petitioned-for unit is appropriate, and supports the Employer's contention that any appropriate unit including the three Maine-based customer engineers must include all 20 customer engineers in the territory, and despite Territory Manager Sukowaski's lack of independent authority in some matters.

#### Bargaining History

There is no bargaining history between the Employer and the Territory 114G customer engineers.<sup>10</sup> Accordingly, this factor is neutral in my analysis.

#### Conclusion

Based on employee interchange, geographic proximity, and centralized control of management and supervision, I have determined that the smallest appropriate unit must include all 20 Territory 114G customer engineers.

While his matter is similar to *Opici Family Distributing* in that employees similarly perform work in the field, beginning from their homes rather than reporting to an employer facility, I reach a different result, based on the record evidence in this proceeding. In *Opici Family Distributing*, the petitioner sought to represent six of the employer's ten teams, all of whom worked in a small geographic area. Here, the Petitioner seeks to represent only three members of a team, who are themselves dispersed and comprise only part of a team that works under a single

---

<sup>9</sup> Indeed, some New York State employees are already represented in a bargaining unit based on the Employer's internal administrative structure rather than on external political subdivisions.

<sup>10</sup> As noted earlier, the Employer does have a history of collective bargaining in various other territories.

supervisor. Further, the petitioned-for employees perform work in a geographic area which, due to the Employer's use of a centralized dispatch system, overlaps with geographic areas covered by employees the Petitioner does not seek to represent.

The Board does not approve fractured units; that is, combinations of employees that have no rational basis. *Odwalla, Inc.*, 357 NLRB 1608 (2011) (excluding merchandizers creates fractured unit); *Seaboard Marine*, 327 NLRB 556 (1999) (requested classifications perform similar work to excluded classifications). A proposed bargaining unit based on an arbitrary, heterogeneous, or artificial grouping of employees is inappropriate. *Turner Industries Group, LLC*, 349 NLRB 428, 430 (2007) (multi-craft unit encompassing historically represented employees but excluding substantially similar employees not appropriate); *Moore Business Forms, Inc.*, 204 NLRB 552 (1973) (unit not appropriate where petitioned-for employees share supervision with employees petitioner was not seeking to represent); *Glosser Bros., Inc.*, 93 NLRB 1343 (1951) (unit comprised only of grocery, butter and egg, and produce department not appropriate despite location in basement).

## CONCLUSION

In sum, the petitioned-for unit does not reflect any functional or operational division of the Employer. As noted in *Odwalla, Inc.*, where none of the Board's traditional community of interest factors suggests that employees in the petitioned-for unit share a community of interest not equally shared by employees in a larger group, there is no legitimate basis upon which to exclude the employees in the larger group. 357 NLRB at 1612 (citing *Blue Man Vegas, LLC v. NLRB*, 529 F.3d 417, 421 (D.C. Cir. 2008)). The Maine employees are not distinguished from other employees along departmental, supervisory, classification, or functional lines. Thus, the petitioned-for "unit does not track any lines drawn by the Employer." *K & N Engineering, Inc.*, 365 NLRB No. 141, slip op. at 3 (2017) (citing *Bergdorf Goodman*, 361 NLRB No. 11 (2014) and *Odwalla, Inc.*, supra. I conclude that a bargaining unit comprising only the Maine employees of the Employer constitutes an arbitrary segment or fractured unit of the territory-wide unit. Because the Petitioner seeks to proceed to an election in an alternate unit if the unit sought is found to be inappropriate by the Regional Director or the Board, I shall direct an election in the territory-wide unit.

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. 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.<sup>11</sup>

---

<sup>11</sup> The Employer, NCR Atleos Corporation, a Delaware corporation with an office and place of business located in Atlanta, GA, is engaged in the installation, operation, and maintenance of automated teller machines for companies located throughout the United States, including locations throughout the Commonwealth of Massachusetts and the State of Maine. During the past twelve months, the Employer has

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute an appropriate unit for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time Customer Engineers I (CE I), Customer Engineers II (CE II), Customer Engineers III (CE III or CE Sr.), employed by the Employer in Territory 114G, but excluding all employees employed in other territories, office clerical employees, confidential employees, managers, guards, and professional employees and supervisors as defined in the Act.

At hearing, Petitioner agreed that it is willing to proceed to an election in any unit found appropriate herein. The original petitioned-for unit was identified by the Petitioner as consisting of approximately 3 employees and the appropriate unit is approximately 20 employees. Since the appropriate unit determined herein is greater in number of employees than originally believed, Petitioner will be permitted to provide a sufficient showing of interest within ten business days of the issuance of this Decision. If Petitioner fails to provide a sufficient showing of interest in the appropriate unit, I will issue an Order Cancelling the Direction of Election and Dismissing the Petition. To facilitate the check of an adequate showing of interest in the enlarged unit, the Employer is requested to submit to the Acting Regional Director within two business days of the issuance of this Decision an alphabetized payroll list of employees in the unit found appropriate herein for the payroll period ending April 10, 2026.

### **DIRECTION OF ELECTION**

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2222.

#### **A. Election Details**

The election will be held via United States Mail.<sup>12</sup>

---

purchased and received at its Atlanta, GA facility goods valued in excess of \$50,000 directly from points outside the State of Georgia.

<sup>12</sup> The Employer proposed a mail ballot election. The Petitioner initially proposed a manual election but was unable to propose a convenient location considering that all employees work some distance from one another.

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:30p.m. on **Monday, May 11, 2026**, ballots will be mailed to voters from the National Labor Relations Board, Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 1002, Boston, MA 02222-1001. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **Monday, May 18, 2026**, should communicate immediately with the National Labor Relations Board by either calling the Region 01 Office at (617)565-6700 or our national toll-free line at 1-8447626572.

All ballots will be commingled and counted at the National Labor Relations Board, Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 1002, Boston, MA 02222-1001 on **Tuesday, June 2, 2026**, at 2:00p.m. In order to be valid and counted, the returned ballots must be received in the Region 1 Office prior to the counting of the ballots.

### **B. Voting Eligibility**

Eligible to vote are those in the unit who were employed during the payroll period ending **Friday, April 10, 2026**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

### **C. Voter List**

As required by Section 102.67(1) of the Board's Rules and Regulations, the Employer must provide the Acting Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

Pursuant to Section 11312.1(d) of the NLRB Casehandling Manual (Part Two) Representation Proceedings, the Region will notify the Employer if Petitioner has submitted an adequate showing of interest in the enlarged unit. The Employer must then submit the voter list within two business days of such notification. To be timely filed and served, the list must be *received* by the regional director and the parties within those two business days. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015](http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015).

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at [www.nlr.gov](http://www.nlr.gov). Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

#### **D. Posting of Notices of Election**

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting

requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

### **RIGHT TO REQUEST REVIEW**

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to [www.nlrb.gov](http://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, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. 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. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: April 16, 2026

A handwritten signature in black ink that reads "John D. Doyle, Jr." with a stylized flourish at the end.

---

John D. Doyle, Jr., Acting Regional Director  
National Labor Relations Board, Region 01

Attachment: Notice of Election



United States of America  
National Labor Relations Board  
**NOTICE OF ELECTION**



**PURPOSE OF ELECTION:** This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. (See **VOTING UNIT** in this Notice of Election for description of eligible employees.) A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

**SECRET BALLOT:** The election will be by secret ballot carried out through the U.S. mail under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Employees eligible to vote will receive in the mail *Instructions to Employees Voting by United States Mail*, a ballot, a blue envelope, and a yellow self-addressed envelope needing no postage.

**ELIGIBILITY RULES:** Employees eligible to vote are those described under the **VOTING UNIT** on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off. In a mail ballot election, employees are eligible if they are in the **VOTING UNIT** during both the designated payroll period and on the date they mail in their ballots. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election, or, in a mail ballot election, before the date they mail in their ballots, are not eligible to vote.

**CHALLENGE OF VOTERS:** An agent of the Board or an authorized observer may question the eligibility of a voter. Such challenge must be made at the time the ballots are counted.

**AUTHORIZED OBSERVERS:** Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB

**METHOD AND DATE OF ELECTION**

The election will be conducted by United States mail. The mail ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:30p.m. on May 11, 2026, ballots will be mailed to voters from the National Labor Relations Board, Region 01, Thomas P. O'Neill Jr. Federal Building, 10 Causeway St, Room 1002, Boston, MA 02222-1001. Voters must sign the outside of the envelope in which the ballot is returned. **Any ballot received in an envelope that is not signed will be automatically void.**

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by May 18, 2026, should communicate immediately with the National Labor Relations Board by either calling the Region 01 Office at (617)565-6700 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted at the Region 01 Office on June 02, 2026 at 2:00p.m.. In order to be valid and counted, the returned ballots must be received in the Region 01 Office prior to the counting of the ballots.

---

**WARNING:** This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government and does not endorse any choice in the election.



United States of America  
National Labor Relations Board  
**NOTICE OF ELECTION**



**VOTING UNIT**

**EMPLOYEES ELIGIBLE TO VOTE:**

**Those eligible to vote are: All full-time and regular part-time Customer Engineers I (CE I), Customer Engineers II (CE II), Customer Engineers III (CE III or CE Sr.), employed by the Employer in Territory 114G, who were employed by the Employer during the payroll period ending April 10, 2026.**

**EMPLOYEES NOT ELIGIBLE TO VOTE:**

**Those not eligible to vote are: All employees employed in other territories, office clerical employees, confidential employees, managers, guards, and professional employees and supervisors as defined in the Act.**



United States of America  
National Labor Relations Board  
**NOTICE OF ELECTION**



**UNITED STATES OF AMERICA**  
National Labor Relations Board



01-RC-374776

**OFFICIAL SECRET BALLOT**

For certain employees of  
**NCR ATLEOS CORPORATION**

Do you wish to be represented for purposes of collective bargaining by  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2222?**

**MARK AN "X" IN THE SQUARE OF YOUR CHOICE**

**YES**

**NO**

**DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY. MARK AN "X" IN THE SQUARE OF YOUR CHOICE ONLY.**

**If you make markings inside, or anywhere around, more than one square, you may request a new ballot by referring to the enclosed instructions. If you submit a ballot with markings inside, or anywhere around, more than one square, your ballot will not be counted.**

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.

**WARNING:** This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government and does not endorse any choice in the election.



United States of America  
National Labor Relations Board  
**NOTICE OF ELECTION**



**RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

**It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.**

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

**The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:**

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time where attendance is mandatory, within the 24-hour period before the mail ballots are dispatched
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

**The National Labor Relations Board protects your right to a free choice.**

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law

**Anyone with a question about the election may contact the NLRB Office at (617)565-6700 or visit the NLRB website [www.nlr.gov](http://www.nlr.gov) for assistance.**

---

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.



United States of America  
National Labor Relations Board  
**NOTICE OF ELECTION**



FORM NLRB-4175  
(5-20)

United States of America  
National Labor Relations Board



**INSTRUCTIONS TO ELIGIBLE EMPLOYEES VOTING  
BY UNITED STATES MAIL**

1. MARK YOUR BALLOT IN SECRET BY PLACING AN X IN THE APPROPRIATE BOX. DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY.
2. IF YOU SUBMIT A BALLOT WITH MARKINGS INSIDE, OR ANYWHERE AROUND, MORE THAN ONE SQUARE, YOUR BALLOT WILL NOT BE COUNTED. YOU MAY REQUEST A NEW BALLOT BY CALLING THE REGIONAL OFFICE AT THE NUMBER BELOW.
3. IT IS IMPORTANT TO MAINTAIN THE SECRECY OF YOUR BALLOT. DO NOT SHOW YOUR BALLOT TO ANYONE AFTER YOU HAVE MARKED IT.
4. PUT YOUR BALLOT IN THE BLUE ENVELOPE AND SEAL THE ENVELOPE.
5. PUT THE BLUE ENVELOPE CONTAINING THE BALLOT INTO THE YELLOW ADDRESSED RETURN ENVELOPE.
6. SIGN THE BACK OF THE YELLOW RETURN ENVELOPE IN THE SPACE PROVIDED. TO BE COUNTED, THE YELLOW RETURN ENVELOPE MUST BE SIGNED.
7. DO NOT PERMIT ANY PARTY – THE EMPLOYER, THE UNION(S), OR THEIR REPRESENTATIVES, OR AN EMPLOYEE-PETITIONER – TO HANDLE, COLLECT, OR MAIL YOUR BALLOT.
8. MAIL THE BALLOT IMMEDIATELY. NO POSTAGE IS NECESSARY. For further information, call the Regional Office at: **(617)565-6700**

**TO BE COUNTED, YOUR BALLOT MUST REACH THE REGIONAL OFFICE**

**BY June 1, 2026**

WARNING: This is the only official notice of this election and must not be defaced by anyone. Any markings that you may see on any sample ballot or anywhere on this notice have been made by someone other than the National Labor Relations Board, and have not been put there by the National Labor Relations Board. The National Labor Relations Board is an agency of the United States Government, and does not endorse any choice in the election.



United States of America  
National Labor Relations Board  
**NOTICE OF ELECTION**



**RIGHTS OF EMPLOYEES**

**Under the National Labor Relations Act, employees have the right:**

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of their own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for non-representational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

**It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.**

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both employers and unions to know what is expected of them when it holds an election.

If agents of either unions or employers interfere with your right to a free, fair, and honest election, the election can be set aside by the Board. Where appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

**The following are examples of conduct that interfere with the rights of employees and may result in the setting aside of the election:**

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes.

**The National Labor Relations Board protects your right to a free choice**

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law. The National Labor Relations Board as an agency of the United States Government does not endorse any choice in the election.



**NATIONAL LABOR RELATIONS BOARD**  
*an agency of the*  
**UNITED STATES GOVERNMENT**

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 01**

**NCR ATLEOS CORPORATION**

**Employer**

**and**

**Case 01-RC-374776**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 2222**

**Petitioner**

**AFFIDAVIT OF SERVICE OF: DECISION AND DIRECTION OF ELECTION  
and NOTICE OF ELECTION attached**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 16, 2026, I served the above-entitled document(s) by electronic mail, as noted below, upon the following persons, addressed to them at the following addresses:

Bert Sukowaski  
NCR Atleos Corporation  
864 Spring Street NW  
Atlanta, GA 30308  
bert.sukowaski@ncratleos.com

Douglas R. Sullenberger, Attorney  
Joshua H Viau, Esq.  
Fisher & Phillips, LLP  
1230 Peachtree Street NE, Suite 3300  
Atlanta, GA 30309  
[dsullenberger@fisherphillips.com](mailto:dsullenberger@fisherphillips.com)  
[jviau@fisherphillips.com](mailto:jviau@fisherphillips.com)

Joshua D. Nadreau, Esq.  
Fisher & Phillips, LLP  
200 State Street, 13th Floor  
Boston, MA 02109  
[jnadreau@fisherphillips.com](mailto:jnadreau@fisherphillips.com)

Steve Smith, Reg'l. Organizing Coordinator  
International Brotherhood of Electrical  
Workers, Local 2222  
159 Thomas E. Burgin Pkwy, 3rd Floor  
Quincy, MA 02169  
steve\_smith@ibew.org

Laurel Goldstein, Attorney  
Sandulli Grace, P.C.  
44 School Street, Suite 1100  
Boston, MA 02108  
[lgoldstein@sandulligrace.com](mailto:lgoldstein@sandulligrace.com)

April 16, 2026

Date

*Elizabeth C. Person*, Designated Agent of NLRB

Signature