UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32

KODIAK ROOFING & WATERPROOFING, LLC

Employer

and **Case 32-RC-383994**

SHEET METAL WORKERS LOCAL UNION 26

Petitioner

DECISION AND DIRECTION OF ELECTION

On April 1, 2026, Sheet Metal Workers Local Union 26 (Petitioner or Union) filed a representation petition under section 9(c) of the National Labor Relations Act (the Act).[1] Petitioner seeks to represent a unit of, in Petitioner's parlance, "sheet metal workers" employed by the Kodiak Roofing & Waterproofing, LLC (Kodiak or Employer) in Sparks, Nevada, where the Employer provides commercial and residential roofing services. Petitioner estimates there are approximately 15 employees in the petitioned-for unit.[2] The Employer maintains that the unit sought by Petitioner is not appropriate and that the only appropriate unit must include "all roofers," totaling 72 employees whom the Employer asserts are classified under the positions of Journeyman Roofer, Assistant Roofer, Service Technician I, and Service Technician II, employed by the Employer at its Sparks, Nevada facility.[3]

A hearing officer of the Board held a hearing in this matter, and the parties orally argued their respective positions prior to the close of the hearing. The principal issue before me is whether the Petitioners' petitioned-for bargaining unit is appropriate, or whether the expanded unit sought by the Employer shares an overwhelming community of interest, such that the only appropriate unit must include the additional employees the Employer seeks to include. Having carefully considered the entire record, and as further explained below, I find that the unit sought by Petitioner is appropriate, and that additional employees do not share an "overwhelming" community of interest that would require their inclusion. In addition, during the hearing, the Petitioner took the position that the *Daniel/Steiny*[4] formula should be applied to determine eligibility, while the

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[1] Board Ex. 1(a).

[2] Included with its timely filed Statement of Position, the Employer filed "Attachment C To Statement Of Position," which includes two employee list. The first, entitled "Kodiak Roofing & Waterproofing, LLC Employee Listing," is a list of 72 employees. This list includes both the petitioned-for employees, and those the Employer believes should be added. The second list, entitled "Dwayne Nash Industries, LLC (Kodiak CA) Employee Listing," includes 21 employees. Neither list is a list of the petitioned-for employees.

[3] The Employer initially argued in its statement of position that the only appropriate unit must include "all roofers" employed by the Employer both at its Sparks, Nevada and its Roseville, California facilities. Board Ex. 1(i). On the record at hearing, the Employer modified its position to be that the only appropriate unit must include all roofers employed by the Employer at its Sparks, Nevada facility only. See Tr. 9, 23, 275.

[4] *Daniel Construction Co.,* 133 NLRB 264 (1961)*; Steiny & Co.,* 308 NLRB 1323 (1992).

Employer expressed that the *Davidson-Paxon*[5] formula should be the one applied. I have determined that *Daniel/Steiny* formula should be applied because the Employer performs a substantial amount of construction work even if it disputes it is an employer in the construction industry. See *The Cajun Co., Inc*., 349 NLRB 1031, 1033 (2007). Lastly, I have decided that a mail-ballot election is appropriate in this matter.

To provide context, I begin with an overview of Kodiak's operations and summarize relevant facts. I then review the Board law on unit composition and discuss the law's application to those facts. I conclude with a summary of my findings.

I. EMPLOYER'S OPERATIONS

Kodiak is a commercial and residential roofing contractor based in Sparks, Nevada. Kodiak installs a range of different roofing systems using a variety of materials, including tile, shingles, "built up" roofing (i.e. layers of material such as hot tar and gravel), "single ply" roofing (i.e. plastic material stretched tight and adhered mechanically to a roofing surface), and metal roofing; Kodiak also installs metal siding and other metal-based exterior paneling such as ACM (Aluminum Composite) panels, and does other metal work such as "metal flashing" (e.g., rain gutters and associated fixtures). Tr. 30. Kodiak also employs Service Technicians who provide maintenance and repair services for its installed products, such as sheet metal siding or ACM panels, at existing customer sites. See Tr. 95.

A. Nature of Employer's Work

Kodiak performs services on both private projects and publicly funded projects; roughly 89% of Kodiak's labor hours are attributed to private projects, while 11% are attributed to public projects paying prevailing wages. Tr. 32. On prevailing wage projects, Kodiak is required to code labor hours under either a "roofer" or "sheet metal worker" classification, with sheet metal worker hours falling under a significantly higher pay rate. Tr. 28; see also Er. Ex. 8 (demonstrating that the prevailing wage for a Sheet Metal Worker-Journeyman is more than twice the amount as for a Roofer-Journeyman).

In addition to the classifications of Assistant Roofer, Journeyman, Service Technician I, and Service Technician II, Kodiak also employs a Sheet Metal Apprentice on prevailing wage jobs as required under Nevada law. Tr. 165. Mike Nash, Operations Manager for Kodiak, testified that private and prevailing wage jobs are generally staffed in the same way, based on project needs. Tr. 253-54. The bulk of evidence produced at hearing was focused on prevailing wage projects.

B. Organization, Supervision, and Functions of Employees

According to Operations Manager Nash, Journeymen are more experienced than Assistant Roofers but do similar work: installing roofing systems. Tr. 228-29. Nash testified that the Employer does not have a specific grouping of workers dedicated to "nothing but sheet metal work," Tr. 232, foremen are not sorted by the type of roof being built, Tr. 241, and employees are

[5] *Davison-Paxon*, 185 NLRB 21 (1970)

assigned to perform tasks depending on their skills, but are moved around depending on the work that is available, Tr. 233. Additionally, Nash testified that superintendents set schedules for employees and assign them to projects based on project needs in addition to the employee's skills. Tr. 234. Though Kodiak does not maintain a list of skills each employee has and does not have, superintendents are aware of which employees have which skills and make assignments on that basis. Tr. 245. So, for example, many of the employees do not know how to hang ACM panels. Tr. 245. Nash asserts that Kodiak progressively trains all these employees in the "full scope" of Kodiak's work. Tr. 246.

Jacob Rose is a former employee of Kodiak, who now works for Petitioner. Rose worked for Kodiak on and off between 2017 and 2023, and testified that he served as a sheet metal apprentice, then as a journeyman, and then as a sheet metal foreman. Tr. 51. It was later clarified that Rose held the following job titles while employed by the Employer: Assistant Roofer (starting January 2018), Er. Ex. 12; Temporary Foreman (starting February 2021), Er. Ex. 14; and Lead Service Technician (starting October 2022), Er. Ex. 13. Rose also testified that, at some point after being promoted to Temporary Foreman in February 2021, he was later promoted again to a permanent foreman position before leaving Kodiak and working elsewhere temporarily. Tr. 79. He then returned to Kodiak as the Lead Service Technician at the end of 2022. Rose testified that the majority of his work at Kodiak was sheet metal related. Tr. 52. Though he worked alongside others who did non-metal roofing, he almost always worked only on sheet metal components. Tr. 52, 59.

During his time at Kodiak (not including his time as a Lead Service Technician), Rose worked on metal roofing, metal siding, metal flashings (e.g., gutters, downspouts, etc.), and ACM panels very frequently, and worked on single-ply roofing occasionally, when needed, but he did not work on shingle roofing, tile roofing, vapor barriers, waterproofing, or coatings (related to single-ply). Tr. 97-103. Rose stated he worked on hundreds of projects, and worked on crews with others who did the same work as him, including Ralph Keith, James Kreth, Jacob Orcutt, Sebastian Gamski, and Daniel Bible. Tr. 52. There were times when Rose worked alongside non-sheet metal roofers, but doing metal work tasks. Tr. 59. Those roofers would install single-ply roofing, for example, and he would then install metal gutters, for example.

Rose further testified that, when he served as a foreman, he did not direct or supervise the work of non-sheet metal roofers, stating that "[t]he roofers' crew is their own. My crew is my own. They are under their own leadership, with their own roles, and their own direction, and they didn't cointermingle (sic)." Tr. 67. As foreman, Rose oversaw a crew that again included Shaun Bible, Jacob Orcutt, and Sebastian Gamski. Tr. 54. Andres de la Rosa, a Sheet Metal Apprentice who did work for Kodiak on two prevailing wage projects, also testified that, on one project, he was on a crew with three Kodiak employees, and that he and those three employees were in the same crew for the full duration of the project, doing only metal work; on the second project, he worked on a crew with two Kodiak employees, all doing metal work. Tr. 39-41. Rose and de la Rosa both testified that among others, Eric Henderson and Frank Banks supervised their crews. Tr. 41, 66. Rose also testified that there were jobs where the same supervisor supervised metal workers as well as non-metal workers. Tr. 87.

In the position of Service Technician Lead, Rose testified he primarily repaired leaks and fixed sheet metal that was "ripped off of buildings in windstorms." Tr. 93. Because of his prior

roles at Kodiak, Rose stated that he also often did non-service, roofing construction work. Tr. 95. Operations Manager Mike Nash also testified that, when Service Technicians do not have a lot service work, they are assigned to new construction roofing work. Tr. 232. The Employer did not provide evidence of this. The Employer's list of employees included five Service Technician I & II employees. See Er. Ex. 1. The Union presented payroll records across three prevailing wage projects spanning at least one year, which will be discussed further below; in these records, two of the five Service Technician employees appear, for a cumulative total of four weeks across all three projects in which either of these two Service Technicians performed any amount of roofing or sheet metal new construction work, and of those four weeks, there is only one week in which one Service Technician was marked as doing any work under the sheet metal code. U. Ex. 1-4. It is important to note that the Union is not seeking to represent Service Technicians. Tr. 97.

C. "Cost Codes" & Division of Labor

On both private and public projects, Kodiak requires employees to code their hours on their timesheets under various numerical codes corresponding to the work they did, from hour to hour. Tr. 67-68. There are individual codes corresponding to single-ply roofing, metal roofing, metal siding, built-up roofing, tile roofing, waterproofing, caulking, coatings, shingle roofing, vapor barriers, metal flashing, and ACM panels. Er. Ex. 7. Operations Manager Mike Nash testified that workers clock into a cost code corresponding to the task they are assigned to do for the day, such as single-ply. Tr. 231. Then, if the "metal wall crew" needed more workers, for example, "they'll switch out of the single-ply crew . . . into whatever cost code is appropriate." Tr. 231.

Employer's Exhibit 7 provides a table detailing these "cost codes," and relates them to one of the two classifications on prevailing wage projects (i.e. "sheet metal" or "roofer"). Cost codes for single-ply roofing, built-up roofing, tile roofing, waterproofing, caulking, coatings, shingle roofing, and vapor barriers correspond to the Roofer classification on prevailing wage projects; cost codes for metal roofing, metal siding, metal flashing, and ACM panels correspond to the Sheet Metal classification on prevailing wage projects. Er. Ex. 7. As noted, Kodiak must pay more than double the hourly Roofer rate for Sheet Metal hours when working on prevailing wage projects.

The Employer produced evidence of Rose's cost-coded hours from 2020 until he left Kodiak in 2023, though it is unclear whether this evidence represents all hours worked by Rose during that time. This data shows Rose having worked a total of 7,347 hours during that time, of which 2,871 hours were coded as "work under service work orders," likely referring to his work as Lead Service Technician. Er. Ex. 15. Of the remaining 4,476 hours during that period, 8 hours were coded under shingle, 1,989 hours were coded under single ply, and the remaining 2,479 hours—or 55% of his non-service work hours from 2020 onward—were coded under the metal work categories of metal siding, metal flashing, metal roofing, and ACM. Er. Ex. 15. This data does not include his work from before this time. Moreover, during the period covered by the data, Rose served in roles falling both within and without the Union's sought classifications, and the data is not broken out into separate sections for each position Rose occupied. Rose testified that even as Lead Service Technician, he was assigned to some non-service work because of his prior experience. Tr. 95. Additionally, Rose testified that on those occasions when he did single-ply work, he was not doing the more skilled elements of that work; Rose also stated that he felt he was not sufficiently skilled to fully perform single-ply work. Tr. 108.

The Employer did not produce any evidence of workers who primarily coded hours under non-metal cost codes also coding significant hours under the metal work cost codes, nor did the Employer have any current non-managerial employee—whether primarily metal-coding or non-metal-coding—testify at hearing.

The only projects for which either party presented any data were public projects subject to prevailing wage requirements. Union Exhibits 2, 3 and 4 provided certified payroll records for three prevailing wage projects—a middle school, a health clinic, and a health lab at a state university. Union Exhibit 1 is purportedly a spreadsheet summarizing the payrolls from those three projects and classifying, for each employee named, the number of weeks they worked under the Sheet Metal code and the number of weeks they worked under the Roofer code. Employer's Exhibit 9 provides a sampling of three payroll sheets.

Collectively, these exhibits illustrate a bifurcation of employees into either exclusively or almost exclusively working under the Sheet Metal code, or else exclusively or almost exclusively working under the Roofer code. By way of example, across three prevailing wage projects spanning one year: employee Ralph Keith worked 46 weeks under the sheet metal code and 3 weeks under the roofer code; employee Jason Tom worked 40 weeks under the sheet metal code and 0 weeks under the roofer code; Eric Henderson—who both Rose and Sheet Metal Apprentice de la Rosa testified was their supervisor—worked 12 weeks under the sheet metal code and 0 weeks under the roofer code; on the other hand, employee Luis Sanchez Chavez worked 3 weeks under the sheet metal code and 43 weeks under the roofer code; employee Ramiro Ramos worked 3 weeks under the sheet metal code and 51 weeks under the roofer code; and employee Eric Avila worked 0 weeks under the sheet metal code and 26 weeks under the roofer code. U. Ex. 1.

This data does not indicate how many days or hours per week were worked under each code, just the number of weeks in which the employee worked under that code at all. Rose testified that it was possible to do work under one code on one day and work under the other code the next day. Tr. 109. Some of the payroll records provide examples of this, see Er. Ex. 9, but the aggregate data suggests this is not the standard way Kodiak operates, see U. Exs. 1-4. One specific example is that of Avidan Camarena Rosel, who Union Exhibit 1 indicates worked a total of 51 weeks under the sheet metal code and 4 weeks under the roofer code across the three projects. During the week of September 16-22, 2024, Rosel worked 22 hours under the sheet metal code and ~7 hours under the roofer code on one project. U Ex. 2 at 131 (copy of underlying payroll record). Another example, provided by the Employer as evidence of interchange, is of employee Ralph Keith, who Union Exhibit 1 indicates worked 46 weeks under the sheet metal code and 3 weeks under the roofer code. During the week of May 12-18, 2025, Keith worked 28 hours under the sheet metal code and ~7 hours under the roofer code. Er. Ex. 9 (copy of underlying payroll record).

Manager Nash testified that workers are assigned to projects based on project needs and manpower needs, Tr. 240-41, and that "so many" employees are cross-trained, Tr. 242, but also testified that, in general, management tries to keep work crews consistent, as it helps with efficiency when workers build rapport over extended periods of working together, Tr. 271.

D. Employee Training

Prevailing wage jobs require a sheet metal apprentice. Tr. 165. Sheet Metal Apprentice de la Rosa testified that his apprenticeship is through the Joint Apprenticeship and Training Committee, a program run jointly by the sheet metal workers Union and contractors, where they train and teach future sheet metal workers, including on work such as ACM panels, but not on work such as single-ply roofing. Tr. 38, 42. Gaining work experience on prevailing wage projects is a part of the apprenticeship training. This apprenticeship program is not run by Kodiak, but they participate in it as a contractor in Nevada working prevailing wage jobs, such as by hiring apprentices on public projects. Tr. 45.

Jacob Rose testified that he received training on the job from supervisors Eric Henderson and Jody Branham. Tr. 53. Note that Eric Henderson appears in Union Exhibit 1 as working only under the Sheet Metal code on prevailing wage projects; Jody Branham does not appear anywhere in payroll records. Manager Nash testified that assistant roofers are trained by journeymen and foremen to use basic tools, scaffolding, ladders, "boom lifts" and "gradalls," and taught basic roofing terminology, how to install roofing systems, how to use a heat welder for single ply, and how to use a nail gun for shingles. Tr. 228-29. To move from assistant roofer to journeyman, the worker must know how to use all of these tools and is "expected to be able to know the different roofing systems, whether it be metal or single-ply or shingles or tile." Tr. 229. Nash testified that this is how he was trained when he first joined Kodiak starting as an assistant roofer in 1999, and it is the way the company trains roofers today, Tr. 226, 230. Nevertheless, Nash conceded that not all workers are trained on all metal tasks. Tr. 245. Nash also stated that training was based on "scope of work," so employees' skill levels may vary based on the work the company has. Tr. 231. So, as an example, some workers are not trained in installing ACM panels. Tr. 245.

The Employer also provided Exhibit 17, a document prepared by Kodiak General Superintendent Fernando Morales, which purports to describe some of the training Kodiak provides to employees. This training includes use of "mockups," where Kodiak has workers practice working on single-ply roofing, metal applications, and wall conditions in a simulated setting built for the training. Tr. 260. When asked if the Employer trains all roofers in these three subjects, Nash testified only that they "strive" to do so. Tr. 261. Kodiak did not have an employee testify to whether they have received training. Nash agreed that Kodiak "grade[s] its employees the way they might be graded in, let's say, a formal apprenticeship program with regard to their training," stating that workers are given tasks to do in the field, and then assessed on how well they do; workers are also given formal written job evaluations periodically. Tr. 261-62.

E. Tools Used

Jacob Rose testified to using tin snips, a scribe, a sheet metal hammer, sheet metal cutters, nibblers, bulldogs, angle grinders, circular saws, rivet guns, and screw guns during his metal work. Tr. 62, 98. Rose stated that all these tools were "centered specifically on cutting, altering, or bending sheet metal." Tr. 62. On those occasions where he did do single-ply roofing work, Rose testified to using a "roller with a pick and a pair of scissors." Tr. 98. Manager Nash also testified that, to work on metal flashing (e.g., gutters, downspouts), employees need to use tin snips and

screw guns. Tr. 232. Nash also stated that employees are trained to use these tools on the job. Tr. 231. There was no significant testimony regarding the tools necessary for the non-metal tasks, other than some discussion about single-ply.

II. LEGAL STANDARD

When a union petitions for an election in a particular unit, the Board's inquiry begins with the petitioned-for unit. If that unit is appropriate, then the inquiry into the appropriate unit ends. A petitioned-for bargaining unit is appropriate where the requested grouping of employee classifications (1) shares an internal community of interest; (2) is readily identifiable as a group based on job classifications, departments, functions, work locations, skills, or similar factors; and (3) is sufficiently distinct. *American Steel Constr., Inc.*, 372 NLRB No. 23, slip op. at 3 (2022). Generally, employees in a petitioned-for unit are readily identifiable when they share job classifications, departments, functions, work facilities, skills, or similar factors. *Id.* at 16.

Both the Board and the Supreme Court recognize that there may be more than one reasonable grouping of employee classifications that satisfies this test—and the sole inquiry is whether the proposed unit is one of those reasonable groupings. The petitioned-for unit need only be "an" appropriate unit, "not necessarily *the* single most appropriate unit." *Id.* at 3 n.11, quoting *American Hospital Ass'n v. NLRB*, 499 U.S. 606, 610 (1991). Therefore, if the union's proposed unit meets the test, it is an appropriate unit for collective bargaining.

If a party contends that the petitioned-for unit is *not* sufficiently distinct—i.e. that the smallest appropriate unit *must* contain additional employees—then the Board will apply its traditional community-of-interest factors to determine whether there is an "overwhelming community of interest" between the petitioned-for and excluded employees, such that there is no rational basis for the exclusion. The community of interest test considers whether the employees are organized into a separate department; have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are functionally integrated with the employer's other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised. *United Operations, Inc.*, 338 NLRB 123, 123 (2002). All relevant factors must be weighed in determining community of interest.

The burden of demonstrating the existence of an overwhelming community of interest is on the party asserting it. *American Steel Constr., Inc.,* 372 NLRB No. 23 (2022). Additional employees share an overwhelming community of interest with the petitioned-for employees only when there "is no rational basis for the exclusion," *id.*, or "no legitimate basis upon which to exclude (the) employees from" the larger unit because the traditional community-of-interest factors "overlap almost completely," *Specialty Healthcare & Rehabilitation Center of Mobile*, 357 NLRB 934, 940-42 & fn. 28 (2011) (quoting *Blue Man Vegas, LLC. V. NLRB*, 529 F.3d 417, 421-422 (D.C. Cir. 2008)). In other words, the objecting party must meet a high burden of showing that the petitioned-for unit "is truly arbitrary on community-of-interest grounds," meaning there are, at most, "only minimal differences" between the petitioned-for employees and an excluded classification. *American Steel*, supra at 6-7.

Moreover, where a petitioned-for unit is found to be a "craft" unit, "there is no additional inquiry into whether the craft employees are 'sufficiently distinct' from, or share an 'overwhelming community of interest' with, other employees." *Nissan North America*, 372 NLRB No. 48 (Feb. 2, 2023). In other words, if a petitioner meets their burden to show a craft unit, the inquiry ends and the unit is found appropriate.

A petitioned-for unit is found to be a craft unit when it "consist[s] of a distinct and homogeneous group of skilled journeymen craftsmen, who, together with helpers or apprentices, are primarily engaged in the performance of tasks which are not performed by other employees and which require the use of substantial craft skills and specialized tools and equipment." *Burns & Roe*, 313 NLRB 1307, 1308 (1994). This is a multifactor test which considers: "(1) whether the employees take part in a formal training or apprenticeship program; (2) whether the work is functionally integrated with the work of the excluded employees; (3) whether the duties of the petitioned-for employees overlap with the duties of the excluded employees; (4) whether the employer assigns work according to need rather than on craft or jurisdictional lines; and (5) whether the petitioned-for employees share common interests with other employees." *Nissan North America*, supra (citing *Burns & Roe*, supra at 1308). In addition to these craft-unit-specific factors, the Board will also consider the traditional community of interest factors above. *Id.*, citing *Mirage Casino-Hotel*, 338 NLRB 529, 532 (2002).

The Board has applied this craft unit analysis to a unit of sheet metal workers in *Schaus Roofing*, where the Board held that, despite (1) sheet metal workers working with others on common crews and under common supervision, (2) sheet metal workers having comparable wages and working conditions with other workers, (3) sheet metal workers performing unskilled work in other trades, and (4) evidence the Employer assigned work not just based on skill but also based on matching Employer needs to employee availability, the petitioner's desired unit was an appropriate craft unit because (1) the employer maintained formal apprenticeship, (2) there was an absence of cross-training in skilled work, and (3) skilled work was assigned along craft lines. See 323 NLRB 781 (1997). In other words, the Board in *Schaus Roofing* acknowledged that some factors favored a broader unit but found the "determinative evidence" to be that the employer assigned skilled sheet metal work only to sheet metal workers, with overlap only on less-skilled work. *Id.* at 784. Thus, *Schaus Roofing* demonstrates that the craft unit analysis is a totality of the circumstances test, where the factors do not need to uniformly favor the petitioned-for unit, but where the focus is on whether the workers in the petitioned-for unit "are primarily engaged in the performance of tasks which are not performed by other employees and which require the use of substantial craft skills and specialized tools and equipment," as first laid out in *Burns & Roe*. 313 NLRB at 1308.

III. ANALYSIS

I find that the petitioned-for unit of Assistant Roofers and Journeymen performing primarily sheet metal work constitutes an appropriate unit. The Employer does not contend that employees in the petitioned-for unit do not share a community of interest. Rather, the Employer contends that the smallest appropriate unit must include the petitioned-for employees plus all other employees at their Sparks, NV facility. Nevertheless, as shown in detail below, Kodiak's Assistant

Roofers and Journeymen performing primarily sheet metal work are readily identifiable based on their skills and functions and share an internal community of interest.

I also find that the petitioned-for unit constitutes a craft unit under *Burns & Roe* and its progeny, because workers in the sought unit are "primarily engaged in the performance of tasks which are not performed by other employees and which require the use of substantial craft skills and specialized tools and equipment." *Burns & Roe*, supra at 1308. Under *Burns & Roe* and *Nissan North America*, the inquiry ends here, without need to establish the unit as "sufficiently distinct" or investigate whether excluded employees share an overwhelming community of interest. Nevertheless, I conclude by undertaking this analysis, and I find that the petitioned-for unit is sufficiently distinct, and the Employer has failed to meet its burden to establish that the excluded employees share such an overwhelming community of interest with the petitioned-for unit as to necessitate their inclusion.

A. The Union's Petitioned-For Unit is an Appropriate Unit

1. The Classifications Sought by Petitioner Share a Community of Interest

I find that the petitioned-for unit of Assistant Roofers and Journeymen performing primarily sheet metal work constitutes an appropriate unit. The record contains sufficient evidence that sheet metal workers are readily identifiable as a group. The sheet metal workers share job classifications, departments, and work facilities, and have common job functions and skills. See *American Steel*, supra at 16.

The sheet metal workers share job classifications, as they are all either Assistant Roofers or Journeymen under the Employer's nomenclature. Furthermore, these employees share a department and work facilities, as the record demonstrates that, among the "craft" (i.e. non-administrative) employees in the Employer's workplace, workers are sorted into either the service department or the new construction department, and the petitioned-for sheet metal workers all perform work in the new construction department. They also share work facilities, as the sheet metal roofers work on construction projects together as a crew. The evidence at hearing focused on prevailing wage projects, and established that, on those projects, sheet metal workers work on common crews, under common supervision, distinct from non-sheet metal workers. Testimony from Operations Manager Mike Nash established that staffing of private projects is arranged in the same way as staffing of prevailing wage projects, so the evidence from prevailing wage projects is broadly applicable. Finally, workers in the petitioned-for unit share common job functions and skills, as they all work with sheet metal components of roofing and building exteriors, such as ACM panels, metal roofing, and metal flashing, and use common tools, such as tin snips, nibblers, circular saws, and other tools specific to manipulating sheet metal.

The workers in the sought classifications do share job titles (i.e. Assistant Roofer and Journeyman) with some of the excluded employees, but they are otherwise identifiable by reference to the distinct skills they possess and the distinct work they perform in practice. Thus, the Assistant Roofers and Journeymen performing primarily sheet metal work constitute a distinct, identifiable group of employees.

Additionally, the petitioned-for Assistant Roofers and Journeymen performing primarily sheet metal work share an internal community of interest. They have distinct skills and training, distinct job functions, and are separately supervised. The sheet metal workers are trained to use specific tools that other roofers do not use when laying down shingles, single ply roofing, tile roofing, or doing other non-metal work, and are trained to work with, manipulate, and install sheet metal components of a roofing system and other metal-based exterior building materials. They are also functionally integrated with, have frequent contact with, and interchange with each other. The record on these points is not thorough, but it is clear sheet metal workers are trained in the various sheet metal tasks and perform interchangeable work. They work together on common crews with the shared purpose of preparing and installing sheet metal components on new construction projects. Thus, the Assistant Roofers and Journeymen performing primarily sheet metal work share an internal community of interest.

Accordingly, I conclude that the employees in the petitioned-for unit share a community of interest and the petitioned-for unit is appropriate for the purposes of collective bargaining.

2. The Union's Petitioned-for Unit is a Craft Unit

I also find that the petitioned-for unit of Assistant Roofers and Journeymen performing primarily sheet metal work constitutes a craft unit under *Burns & Roe*. Though the factors are not uniformly in favor of the Petitioner's unit, they need not be. See generally *Schaus Roofing*, supra. The Board has "consistently recognized" sheet metal workers as a craft. *Paasche Airbrush Co.*, 101 NLRB 277, 279 (1952); see also *id.* at fn. 6 for examples of such units recognized. Though the Employer itself does not maintain a distinct classification of "sheet metal employee," there is a clear demarcation of employees who do skilled sheet metal work and those who do not.

The workers in the petitioned-for unit are skilled craftsmen, "primarily engaged in the performance of tasks which are not performed by other employees and which require the use of substantial craft skills and specialized tools and equipment." *Burns & Roe*, supra at 1308. Though the workers do not have a formal training or apprenticeship program at Kodiak, the sheet metal work they perform does require training and experience in the use of sheet-metal-specific tools and the execution of sheet metal tasks, which employees either attain on the job or already possess when hired. Though the state of Nevada's apprenticeship is not run by Kodiak and is not required for employment, a sheet metal apprentice is required on Kodiak's prevailing wage projects. Former apprentice de la Rosa testified to serving as one of these designated apprentices on two of Kodiak's projects, and working on crews of other sheet metal workers, doing only sheet metal work. That a formal apprentice is on Kodiak crews doing the work that others at Kodiak are doing suggests that the sheet metal employees at Kodiak are highly skilled and have been trained in their duties.

The employees are functionally integrated with some of the excluded employees—though not the Service Technicians—but this does not defeat the craft unit designation. See *E. I. Du Pont De Nemours & Co.*, 162 NLRB 413, 418 (1966). The fact that sheet metal work is done on the same roofing projects as non-sheet metal work is therefore not dispositive. Moreover, Service Technicians do not do new construction work, so sheet metal workers have no functional integration with that class of workers.

Similarly, the fact that sheet metal workers have comparable wages and working conditions with non-sheet metal roofing workers does not preclude a craft unit. See *Schaus Roofing*, supra at 784. Nor does the fact that the Employer considers project needs and employee availability in addition to employee skill when assigning work. *Id.* Additionally, evidence of modest overlap of duties with some excluded employees here does not preclude a craft unit. *Id.* The record establishes that sheet metal workers occasionally perform non-sheet metal tasks on roofing projects, as needed. But these tasks are less skilled. There is also some evidence that non-sheet metal workers have performed small amounts of work classified under the Sheet Metal prevailing wage code, but the amount performed was shown to be minimal, and no testimony or evidence was offered to indicate that non-sheet metal workers ever perform skilled sheet metal tasks, nor was any argument made to that effect.

Ultimately, like in *Schaus Roofing*, some factors here do favor a larger unit, but they are not determinative. In *Schaus Roofing*, the following factors worked against finding a craft unit: (1) sheet metal workers worked with others on common crews and under common supervision; (2) sheet metal workers had comparable wages and working conditions with other workers; (3) sheet metal workers performed unskilled work in other trades; and (4) evidence the Employer assigned work not just based on skill but also based on matching Employer needs to employee availability. See generally *Schaus Roofing*, supra. On the other hand, the following factors favored finding a craft unit: (1) the employer maintained formal apprenticeship; (2) there was an absence of cross-training in skilled work; and (3) skilled work was assigned along craft lines. *Id.* Ultimately, the Board in *Schaus Roofing* found that the final factor—skilled work being assigned along craft lines—was determinative under *Burns & Roe*.

On one hand, like in *Schaus Roofing*, here, sheet metal workers have comparable wages and working conditions with other workers, and the Employer assigns work not just based on skill but also based on matching Employer needs to employee availability, cutting against finding a craft unit. *Id.* And unlike in *Schaus Roofing*, where the employer maintained a formal apprenticeship program, here the Employer did not maintain such a program. So, while this factor supported a craft unit finding in *Schaus Roofing*, it cuts against such a finding here.

On the other hand, unlike in *Schaus Roofing*, where workers in the craft worked with others on common crews under common supervision, which cut against a craft unit finding, here, workers in the craft work on crews only with others in their craft, and the record established that supervision was mostly separate from others as well, supporting a craft unit finding here. And most critically, like in *Schaus Roofing*, here the record suggests sheet metal workers at Kodiak lack cross-training in skilled non-sheet metal work, and skilled sheet metal work at Kodiak is assigned along craft lines. Although Manager Nash testified that "so many" employees are cross-trained, the record lacks evidence both of sheet metal workers being cross-trained in skilled tasks outside of sheet metal work, and of non-sheet metal workers being cross-trained in, or performing, skilled sheet metal tasks.

The workers in the Union's petitioned-for unit primarily perform skilled sheet metal work, using specialized tools meant for working with and manipulating sheet metal. See *Burns & Roe*, supra at 1308. The work performed requires "substantial craft skills." *Id.* This skilled sheet metal work, and the use of associated tools, is not performed by other employees at Kodiak. *Id.* Thus,

for the foregoing reasons, I determine that the petitioned-for unit of Assistant Roofers and Journeymen performing primarily sheet metal work is a craft unit.

Under *Nissan North America*, this determination ends the inquiry into unit composition, and no consideration need be given to the Employer's sought unit. 372 NLRB No. 48. Nevertheless, in the final section below, I explain why the Employer has failed to meet its burden to show an overwhelming community of interest exists between workers in the Union's petitioned-for unit and those excluded employees the Employer seeks to include.

B. The Excluded Employees Do Not Share an Overwhelming Community of Interest with the Employees in the Classifications Sought by Petitioner

I conclude that the employees the Employer seeks to add to the unit do not share an overwhelming community of interest necessitating their inclusion with the employees sought by Petitioner.

Distinct Skills and Training

The record demonstrates that employees in the petitioned-for unit have distinct skills and training and perform distinct work. Overlap in duties is not common, and almost all evidence of such overlap focuses on sheet metal skilled workers occasionally performing less-skilled roofing tasks; there was little to no evidence or testimony demonstrating that less-skilled roofing employees frequently performed the sheet metal tasks falling under the metal roofing, metal siding, metal flashing, and ACM panels cost codes. Union's Exhibit 1 shows that, in practice, employees always or almost always perform either sheet metal coded work or else roofing coded work under the prevailing wage codes. The Employer only presented evidence that Rose, an employee who overwhelmingly performed sheet metal tasks, also performed some single-ply work, but did not present evidence of the opposite—a non-sheet metal roofer performing sheet metal tasks—occurring. Moreover, Rose's undisputed testimony was that the single-ply work he did do did not include the skilled portions of that work, and there was no evidence of Rose performing any other non-sheet metal tasks, save for 8 hours coded under "shingles" during a multiyear period for which the Employer produced data.

There was little evidence—and the Employer did not argue—that Service Technicians perform sheet metal work. Rose testified that, due to his prior experience as a sheet metal worker at Kodiak, during his time as a Lead Service Technician, Kodiak continued to occasionally assign him to new construction projects, but he further testified that this was not the norm for Service Technicians. Manager Nash testified that, when there is no service work, Service Technicians are assigned to new construction work, but in all the evidence on record, there was only one example of one Service Technician doing sheet metal work, during one week, on one project. Further, the Employer provided job descriptions for Assistant Roofers, Journeymen, Service Technicians I, and Service Technicians II. Er. Exs. 3-6. These job descriptions use mostly general language, but they do show that Service Technicians especially have distinct qualifications, only requiring a high school diploma, as opposed to the requirement for Journeymen and Assistant Roofers to have "experience installing roofing systems and siding."

The record further establishes that sheet metal workers are trained in sheet metal tasks and use of specialized tools for sheet metal work. No evidence was presented to demonstrate that other employees had their level of skill or training in sheet metal work or use of sheet metal tools. Manager Nash argued that "so many" employees are cross-trained, but provided no specifics, and conceded that many employees cannot work with ACM panels, a prominent example of sheet metal work. The more general training in tool use Nash testified to did not include sheet metal-specific tools.

No Interchange

There is little evidence of interchange. Lesser-skilled employees can only become sheet metal roofers after being extensively trained in sheet metal tasks and use of tools specific to sheet metal work. Due to the skills required and non-sheet metal employees lacking specialized skills, non-sheet metal workers cannot easily fill in for sheet metal workers. No evidence was offered of this occurring, nor of any Service Technician doing sheet metal work other than Rose himself, whose undisputed testimony was that it is atypical for Service Technicians to do new construction roofing at all, but that he was assigned to do so occasionally on account of his own prior experience at Kodiak. And as previously discussed, Union Exhibit 1 shows that all employees worked exclusively or almost exclusively under either the Sheet Metal or Roofer prevailing wage codes, with very little interchange. For example, across 3 recent prevailing wage projects spanning one year, there are 124 weeks in which any of Ralph Keith, James Kreth, Jacob Orcutt, Sebastian Gamski, Daniel Bible, or Eric Henderson worked under the Sheet Metal prevailing wage code, and only 4 weeks across these 3 projects in which any of those same employees worked under the Roofer code.

Separate Crews

The testimony also established that workers performing sheet metal tasks were sorted into their own crews, under separate supervision. As Assistant Roofer, Rose was on a crew with others doing only sheet metal work, including Ralph Keith, James Kreth, Jacob Orcutt, Sebastian Gamski, and Daniel Bible, and supervised by Eric Henderson. Rose also testified that as a foreman, he supervised only sheet metal workers, and that non-sheet metal workers were on their own crew with their own supervision. The Employer did not dispute this. In fact, Manager Nash at one point referred to a "metal wall crew" and a "single-ply crew." Former sheet metal apprentice de la Rosa also testified to being on 2 different crews on 2 prevailing wage projects, and both crews were only focused on sheet metal work.

Some Functional Integration and Contact

There is some evidence of functional integration, as well as evidence of contact with some other employees on certain jobs. The record established that sheet metal workers and other roofing employees work together often. For example, Rose testified that he would do metal work, such as installing gutters and downspouts, on projects where other employees installed single-ply roofing. Moreover, since sheet metal workers are occasionally tasked with non-sheet metal work, the employees in the petitioned-for unit sometimes work directly with other employees.

There was little evidence or discussion of Service Technicians working with either sheet metal or non-sheet metal roofers. What evidence there is suggests that Service Technicians, being in a separate department and having a completely separate role, lack almost entirely any integration with the roofing employees. While roofing employees—both sheet metal and non-sheet metal-work on new construction projects, Service Technicians do maintenance and repair work on existing buildings, such as repairing leaks and damaged ACM panels following a windstorm.

Similar Terms and Conditions Except Wages

Employees in the petitioned-for unit and those outside of it have largely identical terms and conditions of employment, though employees in the petitioned-for unit are paid more than twice as much when performing sheet metal work on prevailing wage projects. When discussing only roofing employees, the record established that workers were classified as either Assistant Roofer or Journeyman, and paid accordingly, regardless of whether they did sheet metal work or not. Hours and benefits and general training such as CPR training, and use of general construction equipment such as "boom lifts" are also identical. However, on prevailing wage projects, the state of Nevada requires Kodiak to code employees' hours either under Sheet Metal or Roofer, with Sheet Metal hours requiring more than twice the compensation level. Workers in the petitioned-for unit, who primarily perform sheet metal tasks and thus had nearly all their hours on these projects coded under Sheet Metal, are therefore paid significantly more than the excluded employees when working on prevailing wage projects.

The Employer's job descriptions do not include the wages offered for each position, and do not provide any further insight into the terms and conditions of employment. It is unclear whether Service Technicians make the same or different wages from the roofing employees. With the burden of proof falling on the Employer, a lack of evidence here means the Employer has failed to make its required showing.

Therefore, based on the above, I conclude that the petitioned for unit of sheet metal roofers are an appropriate unit and the Employer has failed to meet its heavy burden that they share an "overwhelming" community of interest with their other employees in Nevada.

In reaching this conclusion, I find that the Assistant Roofers and Journeymen performing primarily non-sheet metal work perform distinct tasks, possess distinct skills and training, work in separate groupings, are separately supervised, and have limited interchange. One factor slightly weighs in favor of inclusion of these excluded employees, namely that the unit sought is not formally organized into a department separate from these non-sheet metal roofing employees. However, it is recognized the sheet metal roofers work in distinct crews from others. The remaining other factors are also similarly slight. Sheet metal and non-sheet metal workers may at times have frequent contact on certain job sites but not on all job sites, and their work is likely functionally integrated only on certain projects but not metal roofing jobs. While they have mostly identical terms and conditions of employment, there is a significant difference in pay on prevailing wage projects for the petitioned for employees precisely because they are performing highly skilled metal working duties. On balance, the Employer has failed to meet its heavy burden of showing there is "no legitimate basis upon which to exclude" these excluded classifications, or that the traditional community-of-interest factors "overlap almost completely." *Specialty Healthcare*,

supra at 11-13, and fn. 28 (citation omitted). The record establishes that there is a legitimate basis upon which to exclude non-sheet metal roofing employees, and the unit sought is sufficiently distinct.

I further find that the Service Technician I and Service Technician II employees work in a separate department from the employees in the petitioned-for unit and perform distinct tasks with distinct qualifications. They are also separately supervised by a Lead Service Technician. Finally, these Service Technicians are not functionally integrated with the petitioned-for unit, and have infrequent interaction and only very limited interchange with the classifications sought by Petitioner. The record establishes that there is no basis to conclude that these employees have an overwhelming community of interest with the petitioned for employees, and therefore they are excluded.

Thus, I conclude that the Employer has failed to meet its burden of showing the Union's petitioned-for unit is not sufficiently distinct. While the Employer's contentions may establish that the broader unit sought by the Employer is an appropriate unit, they are insufficient to establish that the excluded classifications—Service Technicians, and Assistant Roofers and Journeymen performing primarily non-sheet metal work—share such an overwhelming community of interest as to require their inclusion in the unit.

IV. CONCLUSIONS AND FINDINGS

The Petitioner has met its initial burden of demonstrating its petitioned-for unit is readily identifiable and shares an internal community of interest under *American Steel*. It further demonstrated that its petitioned-for unit is a craft unit under *Burns & Roe*. The Employer has failed to meet its burden under *American Steel* of establishing that excluded employees share such an overwhelming community of interest as to necessitate their inclusion in the unit.

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

1. The rulings 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.

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 a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time Assistant Roofers and Journeymen performing primarily sheet metal work employed by the Employer from its facility in Sparks, Nevada.

Excluded: All other employees, including Service Technicians I and Service Technicians II, and supervisors and guards as defined by the Act.

V. 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 Sheet Metal Workers Local Union 26.

A. Method of Election

I have determined that a mail ballot election will be held. Based on statements made by Employer counsel on the record, which went undisputed, I find that employees in the petitioned-for unit are scattered geographically, warranting election by US mail.[6]

1. Legal Standard

Congress has entrusted the Board with a wide degree of discretion in establishing the procedure and safeguards necessary to ensure the fair and free choice of bargaining representatives, and the Board, in turn, has delegated the discretion to determine the arrangements for an election to Regional Directors, including the ability to direct a mail-ballot election where appropriate. *Ceva Logistics US*, 367 NLRB 628, 628 (2011) (cases cited therein); *San Diego Gas & Electric*, 325 NLRB 1143, 1144 (1998) (citing *NLRB v. A.J. Tower Co.*, 329 U.S. 324, 330 (1946); *Halliburton Services*, 265 NLRB 1154, 1154; *National Van Lines*, 120 NLRB 1343, 1346 (1958)). "It is well established that a Regional Director has broad discretion in determining the method by which an election is held, and whatever determination a Regional Director makes should not be overturned unless a clear abuse of discretion is shown." *Nouveau Elevator Industries, Inc.*, 326 NLRB 470, 471 (1998) (citing *San Diego Gas & Electric*, supra at 1144 fn.1; *National Van Lines* at 1346).

The Board's longstanding policy is that elections should, as a general rule, be conducted manually. However, a Regional Director may reasonably decide to conduct an election by mail ballot "where circumstances tend to make it difficult for eligible employees to vote in a manual election" or where a manual election is not practical. See NLRB Casehandling Manual (Part Two) Representation Proceedings, Sec. 11301.2.15. In this regard, the Board has provided further guidance:

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[6] Because election arrangements, including the type of election, are non-litigable matters (see Bd. R. & Reg., §102.66(g)(1); *Aspirus Keweenah*, 370 NLRB No. 45, slip op. at 2 n.3 (2020)), the Hearing Officer did not take sworn testimony at the hearing but, rather, engaged the parties and their counsel in a discussion focused on how the election should be held.

> When deciding whether to conduct a mail ballot election…, the Regional Director should take into consideration at least the following situations that normally suggest the propriety of using mail ballots: (1) where eligible voters are "scattered" because of their job duties over a wide geographic area; (2) where eligible voters are "scattered" in the sense that their work schedules vary significantly, so that they are not present at a common location at common times;[FN 7 omitted] and (3) where there is a strike, a lockout or picketing in progress. If any of the foregoing situations exist, the Regional Director, in the exercise of discretion, should also consider the desires of all the parties, the likely ability of voters to read and understand mail ballots, the availability of addresses for employees, and finally, what constitutes the efficient use of Board resources, because efficient and economic use of Board agents is reasonably a concern.

San Diego Gas & Electric, supra at 1145. "[E]employees may be deemed to be 'scattered' where they work in different geographic areas, work in the same areas but travel on the road, work different shifts, or work combinations of full-time and part-time schedules." *Id.* at 1145 fn.7.

2. The Parties' Positions

Petitioner takes the position that a manual election should occur. Tr. 278. The Employer takes the position that a mail-ballot election should occur. Tr. 278. Were the election to be manual, the Employer proposed for the election to be held at 5:00AM, "during noncommute times," at the Employer's facility in Sparks, Nevada, Tr. 282, or else "at the worksites where the employees report," Tr. 279. Petitioner did not state a position on this proposed time or location.

Employer counsel proffered on the record that employees do not report to the Employer's facility in Sparks, Nevada. Tr. 278. Instead, employees report to the construction projects they are assigned to. Tr. 278. Furthermore, Employer counsel contended that these projects could be "hundreds of miles apart . . . all over . . . parts of Nevada," Tr. 278-79, later stating that some worksites could be up to 200 miles away from the Employer's facility, Tr. 283. Petitioner counsel contended the Union lacks knowledge of where the worksites are located, and thus could not dispute the Employer's statements. Tr. 281-82. Petitioner also did not offer any particular reasoning for opposing a mail-ballot election.

3. Analysis

I conclude that the election in this matter should be conducted via the mail-ballot procedure. It is well-established that the Board has a wide degree of discretion in establishing the procedures and safeguards necessary to ensure the fair and free choice of bargaining representatives, and the Board in turn has delegated the discretion to determine the arrangements for an election to Regional Directors. *San Diego Gas & Elec.*, 325 NLRB 1143, 1144 (1998); citing *Halliburton Services*, 265 NLRB 1154 (1982); *National Van Lines*, 120 NLRB 1343, 1346 (1958); *NLRB v. A.J. Tower Co.*, 329 U.S. 324, 330 (1946). This discretion includes the ability to direct a mail-ballot election where appropriate. *San Diego Gas & Elec.*, 325 NLRB at 1144-45.

The Board's longstanding policy is that elections should, as a rule, be conducted manually. *National Labor Relations Board Casehandling Manual Part Two Representation Proceedings*, Sec. 11301.2. However, a Regional Director may reasonably conclude, based on circumstances tending to make voting in a manual election difficult, to conduct an election by mail-ballot. *Id*. This includes a few specific situations addressed by the Board, including where voters are "scattered" over a wide geographic area or where they are "scattered" in the sense that they are not often present at a common location at common times. *San Diego Gas & Elec.*, 325 NLRB at 1145. *San Diego Gas* also discusses considerations such as the impracticality of a manual election, and the prudent expenditure of Agency resources.

Here, the record discussion was sparse but sufficiently established that employees are scattered across a vast swathe of northern Nevada, making a manual election impractical. While the Employer states that a manual election at the Employer's facility, could be held at 5:00 in the morning, it provided no assurances that all eligible employees would have a legitimate opportunity to vote, such as scheduling flexibility that would allow each one to travel to the polling site. Moreover, the Employer's proposal in the alternative, for voting sessions to be held at each worksite, did not include information as to the potential number of worksites in existence, and their locations. Presumably, the number of worksites and locations could not be determined with certainty weeks in advance. In view that the employees are never present at a common location at common times, and that the job sites are located up to 200 miles apart, it is clear that the unit meets the definition of "scattered" and circumstances that would tend to make it difficult for eligible employees to vote in a manual election are present. A mail ballot election "would enhance the opportunities for all to vote." *San Diego Gas & Electric*, supra at 1144.

Accordingly, I am ordering a mail-ballot election in this case.

B. Election Details

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 5:00 p.m. on **Tuesday, June 2, 2026**, ballots will be mailed to voters from the National Labor Relations Board, Region 32, located at 1301 Clay Street, Suite 1510N, Oakland, CA 94612-5224. 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 **Tuesday, June 9, 2026,** should communicate immediately with the National Labor Relations Board by either calling the Region 32 Office at (510) 637-3300, or our national toll-free line at 1-844-762-6572.

All ballots will be commingled and counted at the Region 32 Office on **Wednesday, June 24, 2026**, at 3:00 p.m. In order to be valid and counted, the returned ballots must be received in the Region 32 Office prior to the counting of the ballots.

C. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Thursday, May 14, 2026**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible to vote are all employees in the unit(s) who either (1) were employed a total of 30 working days or more within the 12 months preceding the election eligibility date or (2) had some employment in the 12 months preceding the election eligibility date and were employed 45 working days or more within the 24 months immediately preceding the election eligibility date. However, employees meeting either of those criteria who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.

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.

D. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the 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.

To be timely filed and served, the list must be *received* by the regional director and the parties by **Wednesday, May 20, 2026**. 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.nlrb.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.nlrb.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.

E. 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.

VI. 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, 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: May 18, 2026

Christy J. Kwon
Regional Director
National Labor Relations Board
Region 32
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Oakland, CA 94612-5224