UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

HOLADAY-PARKS-FABRICATORS, INC.
d/b/a HOLADAY-PARKS, INC.

Employer

and **Case 19-RD-388539**

BRITTANI BUTLER, an Individual

Petitioner

and

INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS, LOCAL 55

Union

DECISION AND DIRECTION OF ELECTION

Holaday-Parks-Fabricators, Inc. d/b/a Holaday-Parks, Inc. ("Employer") provides commercial mechanical construction services, including at a facility in Richland, Washington ("Richland facility"). On October 29, 2024, International Association of Sheet Metal, Air, Rail & Transportation Workers, Local 55 ("Union") was certified as the collective-bargaining representative for all full-time and regular part-time Technician I, Technician II, Specialist I, Specialist II, Controls Specialist I, and Controls Specialist II employees employed by the Employer at or out of its Richland facility ("certified unit"). On June 9, 2026, Brittani Butler, an individual ("Petitioner"), filed the instant decertification petition seeking to decertify the Union as the collective-bargaining representative of employees in the certified unit.

The sole issue before me is whether the unit enumerated in the instant decertification petition, which reflects the certified unit, is still the appropriate unit. Specifically, the parties dispute whether from the time of the original certification of the Union to the time of the filing of the instant decertification petition, the certified unit merged into a broader unit of employees represented by the Union and thus is no longer the appropriate unit for decertification purposes. The Union contends that a memorandum of understanding signed on June 6, 2025 ("MOU"), demonstrates that the certified unit has merged into the larger bargaining unit of employees represented by the Union at the Employer. Conversely, Petitioner argues that there is no unequivocal manifestation of intent by both the Union and the Employer that the two units merge, and thus the Union has failed to meet its burden. The Employer takes no position on the issue.

A Hearing Officer of the National Labor Relations Board ("Board") held a hearing on June 17, 2026, and the Union and Petitioner filed post-hearing briefs. As set forth below, based on the record, the briefs, and relevant Board law, I determine that the evidence failed to establish an unequivocal intent of the Union and the Employer to merge the certified unit into the larger, pre-existing unit. Accordingly, as set forth in detail below, I will direct an election in the petitioned-for unit.

I. FACTS

The Employer has long been a member of the Inland Northwester Sheet Metal Contractors Association ("SMACNA"). The Union and SMACNA are parties to a Standard Form of Union Agreement ("SFUA"), also referred to as a building trades master agreement, in effect from June 1, 2022, to May 31, 2026. The merger at issue in the present case involves two groups of employees employed by the Employer, one recognized in 2023, and one certified in 2024. The SFUA has been applied to both groups.

On October 13, 2023, the Employer signed the SFUA making the Union the representative of an initial group of employees ("existing unit"). As a master agreement, the SFUA does not identify specific classifications covered but instead describes a scope of work. The record does not detail how the Union came to be the recognized collective-bargaining representative of the existing unit, how many employees were in the existing unit at the time of recognition, or the number of employees remaining unrepresented after the 2023 recognition.

In 2024, the Union sought to represent an additional group of employees employed by the Employer, filing a petition in case 19-RC-347610.[1] Following an election, the Union was certified as representative of the bargaining unit at issue in this case, referred to in this decision as the certified unit, and consisting of all full-time and regular part-time Technician I, Technician II, Specialist I, Specialist II, Controls Specialist I, and Controls Specialist II employees employed by the Employer at or out of its Richland facility. Of note, the Union sought to represent employees in a stand-alone unit and did not file a petition seeking to add the employees in the certified unit to be part of any larger existing unit.

A. The SFUA

Article I of the SFUA states that the agreement covers "the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to: (a) manufacturing, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of […] metal work[.]" Addendum #2, also referred to as the "Service Addendum," amends the SFUA to include service work, which is "defined as repair, replacement, testing, analysis, maintenance, and adjustment necessary to make operative any heating, ventilating, air conditioning, and refrigeration systems." Per union representative Kolby Hanson, the service work described in Addendum #2 includes control work. Article I does not explicitly contain any recognition language.

[1] The Hearing Officer appropriately took administrative notice of Case 19-RC-347610.

The SFUA also clearly indicates that employees performing work under the SFUA will come from the Union's hiring hall. Specifically, under Article III, the signatory employer "agrees that none but journeymen, apprentice sheet metal workers, service workers and material handlers shall be employed on any work described in Article I." Under Article IV, "the Union agrees to furnish upon request by the Employer duly qualified journeymen and apprentice sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specific in [the SFUA]." Union representative Kolby Hanson also confirmed in his testimony that, under the SFUA, the Union dispatches employees to the Employer to perform sheet metal work as set forth in Article I.

Under Article V of the SFUA, "[t]he Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment […]."

B. The MOU

Sometime prior to August 2024, though it is unclear from the record exactly when, the Union became aware that the Employer had hired employees outside of the dispatch process who performed control work that the Union believed should have been covered by the SFUA. The Union then filed a grievance about unit work being performed by non-unit employees. The Union also filed the petition in 19-RC-347610 in August of 2024. As of October 29, 2024, when the Acting Regional Director issued a Certification of Representative in the certified unit, the Union represented two bargaining units employed by the Employer, referred to here as the existing unit and the certified unit.

On November 20, 2024, and January 8 and April 24, 2025, the Union filed and amended the charge in Case 19-CA-355160,[2] alleging that the Employer, *inter alia*, terminated and/or laid off certain employees in the certified unit.

On June 6, 2025, the Union and the Employer signed the MOU, which resolved two pending issues between the Union and the Employer: (1) the grievance about bargaining-unit work being performed by non-unit employees; and (2) the unfair labor practice allegations in Case 19-CA-355160. Paragraph 1 of the MOU states: "all work performed by the Employer's current SVS Employees/Deployment group/System Integrators, including but not limited to control work, is exclusively that of the […the SFUA] and is covered by the SFUA's Building Trades classifications and Article 1 of the SFUA." Paragraph 4 of the MOU states that:

> "for employees performing work identified in Section 1, the Employer recognizes the Union as their collective bargaining representative as per the election in 19-RC-347610. The parties agree that those employees' terms and conditions of employment shall be governed by the SFUA effective the date of this Agreement. For all other employees of the Employer that have historically performed work under the SFUA, the Employer agrees that [t]he

[2] The Hearing Officer appropriately took administrative notice of solely the charge document in Case 19-CA-347610.

> Union has requested recognition as the majority or Section 9(a) representative of the unit employees and, based on the Union's having shown or offered to show evidence of majority support, recognizes the Union as the 9(a) representative of said employees."

Per Union representative Kolby Hanson, the intent of paragraph 4 was for the control work classifications being done by the employees at issue in 19-RC-347610 to be brought into the fold of the Union's traditional service apprentice model. Union representative Hanson noted that he takes paragraph 4 to mean that the employees that are engaged in this work are under the terms of the Union contract.

The record contains dispatch slips showing that all of the employees in the petitioned-for unit at issue herein were dispatched to the Employer as building trades apprentices with classifications of apprentice or journeymen and wage rates pursuant to the SFUA. The Union representative testified that the Employer communicated to the Union that they had individuals they wanted to refer to the Union for membership so they could get them into the apprenticeship program and out to work. As a result, all employees at issue have a report date of April 20, 2026.

II. ANALYSIS

A. Legal Standard

The general rule is that the bargaining unit in which the decertification election is held must be coextensive with the certified or recognized unit. *Campbell Soup Co*., 111 NLRB 234 (1955); *W. T. Grant Co*., 179 NLRB 670 (1969); *Bell & Howell Airline Service Co*., 185 NLRB 67 (1970); *WAPI-TV-AM-FM*, 198 NLRB 342 (1972); *Mo's West*, 283 NLRB 130 (1989). Mindful of the fact that Congress made no provision for the decertification of part of a certified or recognized unit, the existing unit normally is the appropriate unit in decertification cases. *Campbell Soup Co.*, 111 NLRB 234, 235 (1955).

However, the existing unit may not always correspond to the unit initially recognized or certified, including in situations where the unit has merged into another unit. In *NBC Universal Media, LLC*, 369 NLRB No. 134 (2020), the Board examined, in the unit clarification context, whether separately certified or recognized bargaining units had merged to form a single unit. The Board, citing to *American Can. Co.*, 109 NLRB 1284 (1954), and *Hygrade Food Products Corp.*, 85 NLRB 841 (1949), held that "in order to demonstrate that a merger of units has occurred, the alleging party must show an 'unequivocal manifestation of intent' to merge the unit." *Id.*, slip op. at 1 (quoting *American Can*, 109 NLRB at 1288). The Board noted that the evidence must be of "mutual intent," as demonstrated by the contract language and bargaining history. *Id.*, slip op. at 4. The Board considered *Hygrade Food Products* and *American Can*, both of which involved master agreements, and noted that the Board had found that "no clear indication as to whether or not the parties …. Actually intended to effect a consolidation of the local plant units" and "no unequivocal manifestation of an intent" to merge units, as opposed to negotiating master agreements out of convenience *Id.* (citing *Hygrade Food Products*, 85 NLRB 841, and quoting *American Can*, 109 NLRB 1284). The Board also rejected another "wholistic" or "course of conduct" approach that had sometimes been utilized by the Board to analyze merger cases. *Id.*, slip op. at 6-7. Applying the "unequivocal intent" standard to the facts of the unit clarification petition in that matter, the Board found that there was no language in either the master agreement or any other documentary evidence announcing an intent to merge units. *Id.*, slip op. at 7. The Board also noted that the bargaining history for the master agreement did not demonstrate unequivocal intent that the units would be merged. *Id.* In light of this, the Board found that the Regional Director had erred by finding that the master agreement covered a single nationwide unit. *Id.*

Both before and after its decision in *NBC Universal*, the Board has required contract language to be relatively clear regarding unit recognition to find merger. *See, e.g., Wisconsin Bell,* 283 NLRB 1165 (1987) (after years of having a single contract for separate units, union and employer merged the units and deleted the phrase "separate bargaining units" from the contract and specified that any newly certified groups of commercial employees in the future would be included in the overall commercial unit; when the union was later certified as the representative of a group of commercial employees, the Board found that merger had occurred); *Duval Corp.*, 234 NLRB 160, 161 (1978) (finding no merger and noting that "[h]ad the parties truly desired to create a larger unit among all the employees subject to the contract, they could easily have described such a broad unit in the recognition clause"). *See also UPS*, 2026 WL 904704, slip op. at n.1 (NLRB 2026) (citing to *NBC Universal Media* and noting that it was unnecessary for the Regional Director to go beyond the contract where the master agreement stated that "all employees covered by the master agreement and the various local agreements shall constitute one (1) bargaining unit").

B. The Record Evidence Does Not Establish that the Union and the Employer Demonstrated an Unequivocal Intent to Merge Units

I find that the record evidence herein is not so clear as to demonstrate an unequivocal manifestation of intent to merge the certified unit into the existing unit.[3]

As a preliminary matter, the SFUA does not include any sort of unit recognition language or unit description. Instead, Article I of the SFUA simply states that the SFUA covers "the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to" the enumerated types of work. While contract terms can be different in the construction industry, the lack of clarity must be construed against the Union, who bears the burden herein. To the extent that Article V of the SFUA requires membership in the Union as a condition of employment, this appears to be a union-security clause, rather than unit recognition language.

In light of this lack of clarity in the SFUA, the Union's argument that the MOU clearly demonstrates the intent to merge the certified unit into the existing unit fails. Instead, and as reiterated in the testimony of the union representative, the face of the MOU notes that the employees in the certified unit would be covered by the SFUA. As plain language, that means that those employees would have their terms and conditions of employment covered by the SFUA, just as employees in the existing unit do. Likewise, to the extent that the Union contends that "there is no evidence the [Union and the Employer] intended to distinguish the petitioned-for group from the larger bargaining unit," this argument ignores the applicable legal standard, which requires a

[3] To the extent that Petitioner also argues that the Board should set aside the merger doctrine because it fails to account for employee free choice, I am bound by existing Board law and that argument is best addressed to the Board.

demonstration of unequivocal intent to merge and does not contemplate relying on a lack of evidence that merger was not intended. This argument is especially flawed given the terms of the MOU, which specifically reference the petition and the certified unit on their own. The cases cited by the Union do not warrant a different conclusion with respect to the unit description. For example, as noted above, in *Wisconsin Bell,* 283 NLRB 1165 (1987), the Board found that merger had occurred, but only in the context of very clear contract language regarding bargaining units; that level of clarity simply does not exist here with respect to the unit, as opposed to clarity regarding an intent to cover employees by the terms of the contract.

This reading of the MOU is further reinforced by the Union's own actions both with the filing of the petition in Case 19-RC-347610 and in the terms of the MOU itself. Despite the fact that at the time the Union filed the petition, the Employer had already signed the SFUA with respect to the existing unit, the Union sought to represent the certified unit as a stand-alone unit, rather than adding them to the existing unit at the time of the election. Moreover, paragraph 4 of the MOU reiterates the recognition of the certified unit as a stand-alone unit through its reference to the certification and the petition. While there is mention of the SFUA and of work performed, there is no mention of other bargaining units whatsoever.

Likewise, I disagree with the Union's reliance on the fact that the Union's evidence in this case was entirely undisputed. Given that the Union is the party with the burden herein, Petitioner and the Employer were free to present evidence, or not, as they saw fit. Regardless, the lack of evidence from other parties does nothing to support a finding of unequivocal intent where the evidence is already mixed at best and insufficient at worst.

Finally, I give no weight to the Union's arguments that the tenure of the certified employees who sought decertification has bearing on my analysis herein. There is no contest that they are both employees within the meaning of the Act and employees in the certified unit, and thus free to file a timely decertification petition. The Union resolved the prior unfair labor practice regarding the termination of employees in the certified unit through the MOU and is misplaced in relying on those terminations to claim that directing an election herein does not encourage employee free choice.

While the Union argues that they intended to merge the certified unit into the existing unit, the lack of clarity in the SFUA, the MOU, and the bargaining history do not support finding that that there was a mutual and unequivocal manifestation of intent to merge.

III. CONCLUSIONS

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the Board. Based on 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 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.[4]

3. 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 concerning representation 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 purposes of collective bargaining within the meaning of Section 9(b) of the Act:

   Included: All full-time and regular part-time Technician I, Technician II, Specialist I, Specialist II, Controls Specialist I, and Controls Specialist II employed by the Employer and working out of the Employer's Richland, WA facility located at 2920 George Washington Way, Suite 103, Richland, WA 99354.

   Excluded: All other employees, including Field Supervisor, Panel Shop Technician, Project Manager, Senior Project Manager, Regional Service Manager, Project Engineer, confidential employees, office clerical employees, managerial employees, and guards and supervisors as defined by the Act.

There are approximately five employees in the unit found to be appropriate.

IV. 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 the purposes of collective bargaining by International Association of Sheet Metal, Air, Rail & Transportation Workers, Local 55.

---

[4] The parties stipulated that the Employer, a State of Washington corporation with a facility located in Tukwila, Washington, is engaged in the business of providing commercial mechanical construction services. During the past twelve months, a representative period, the Employer derived gross revenues valued in excess of $500,000, and during the same period purchased and received at its facilities located within the State of Washington goods valued in excess of $50,000 directly from points outside the State of Washington.

A. Election Details

I have determined that a mail ballot election will be held.[5]

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit. At 4:45 p.m. on Monday, July 20, 2026, ballots will be mailed to voters from the National Labor Relations Board, Region 19, 915 2nd Ave, Suite 2948, Seattle, WA 98174. 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, July 27, 2026, as well as those employees who require a duplicate ballot, should communicate immediately with the National Labor Relations Board by either calling the Region 19 Office at (206) 220-6300 or our national toll-free line at 1-8447626572.

All ballots will be commingled and counted by videoconference at the Region 19 office located at 915 2nd Ave, Suite 2948, Seattle, WA 98174 on Wednesday, August 12, 2026, at 1:00 p.m. In order to be valid and counted, the returned ballots must be received at the Region 19 office, prior to the counting of the ballots.

B. Voting Eligiblity

Eligible to vote are those in the unit who were employed during the payroll period ending **Sunday, July 5, 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)

---

[5] Petitioner requested a manual election, while the Employer and the Union requested a mixed manual-mail election. A mixed manual-mail election should be limited to situations where the group of employees voting manually and voting by mail are clearly distinguishable by classifications or work locations and can easily be identified by the parties. *See* Casehandling Manual Part II, 111335.2. As the record is not clear on which classifications would vote in person and which classifications would vote by mail but does establish that certain employees do not report directly to the facility, and as the Union and the Employer stipulated to a mail ballot election in 19-RC-347610, I am directing a mail ballot election.

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(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 **Monday, July 13, 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.

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.

V. 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 at Seattle, Washington this 9th day of July, 2026.

Ronald K Hooks

Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 Second Ave., Suite 2948
Seattle, WA 98174

Form NLRB-4910
(4-2015)

United States of America
National Labor Relations Board
NOTICE OF ELECTION

19-RD-388539

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 4:45 p.m. on Monday, July 20, 2026, ballots will be mailed to voters from the National Labor Relations Board, Region 19, 915 2nd Ave., Suite 2948, Seattle, WA 98174. 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, July 27, 2026, as well as those employees who require a duplicate ballot, should communicate immediately with the National Labor Relations Board by either calling the Region 19 Office at (206)220-6300 or our national toll-free line at 1-844-762-NLRB (1-844-762-6572).

All ballots will be commingled and counted by videoconference at the Region 19 Office on Wednesday, August 12, 2026, at 1:00 p.m. In order to be valid and counted, the returned ballots must be received in the Region 19 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.

Form NLRB-4910
(4-2015)

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 Technician I, Technician II, Specialist I, Specialist II, Controls Specialist I, and Controls Specialist II employed by the Employer and working out of the Employer's Richland, WA facility located at 2920 George Washington Way, Suite 103, Richland, WA 99354 who were employed during the payroll period ending July 5, 2026.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Those not eligible to vote are: All other employees, including Field Supervisor, Panel Shop Technician, Project Manager, Senior Project Manager, Regional Service Manager, Project Engineer, confidential employees, office clerical employees, managerial employees, and guards and supervisors as defined by the Act.

UNITED STATES OF AMERICA

National Labor Relations Board

19-RD-388539

OFFICIAL SECRET BALLOT

For certain employees of

HOLADAY-PARKS-FABRICATORS, INC. D/B/A HOLADAY-PARKS, INC.

Do you wish to be represented for purposes of collective bargaining by
INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS, LOCAL 55?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES	NO
☐	☐

SAMPLE

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.

Form NLRB-4910
(4-2015)

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 (503)326-3085 or visit the NLRB website www.nlrb.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.