

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 27**

MCALVAIN COMPANIES, INC.

Employer

and

Case 27-RC-389626

**OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL 555**

Petitioner

DECISION AND DIRECTION OF ELECTION

The Petitioner, Operative Plasterers and Cement Masons International Association, Local 555 (Petitioner or Union) seeks to represent a unit of Cement Finisher Journeypersons and Cement Finisher Apprentices (hereafter referred to as Cement Finishers) employed by the Employer at its Boise, Idaho facility. The Employer, which performs work in the construction industry, and the Petitioner agree that the unit should include all full-time and regular part-time Cement Finisher Foremen, Cement Finisher General Foremen, Cement Finisher Journeypersons, and Cement Finisher Apprentices and exclude office clerical employees, confidential employees, professional employees, managerial employees, guards, and supervisors as defined in the Act, and all other employees. However, the Employer maintains that the unit sought by the Petitioner is not appropriate because Cement Finishers who were referred from the Petitioner's hiring hall should not be included in the unit with Cement Finishers the Employer directly hired. Specifically, the Employer is seeking to distinguish the Cement Finishers who it directly hired from the Cement Finishers who are referred by the Union from its hiring hall on the basis that they do not share a sufficient community of interest.¹ There are approximately 29 employees in the unit sought by the Petitioner. There are approximately 21 employees in the unit sought by the Employer. The Petitioner is willing to proceed to an election in any unit found appropriate by the Regional Director and/or the Board.

¹ For clarity, I shall refer to the employees who were hired directly to work for the Employer as "core employees" and those who were referred from the Union's hiring hall as "Union-referred employees".

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.² As explained below, based on the record and on relevant Board law, I find that the unit sought by the Petitioner that includes Cement Finishers referred from the Petitioner's hiring hall with the Employer's core employees is appropriate and shall direct an election in this unit.

I. THE EMPLOYER'S OPERATION

Company Information

McAlvain Companies, Inc. is a commercial general contractor that provides construction management and concrete services. The Employer is located in Boise, Idaho and has been in business for 46 years. The Employer performs its work in "Treasure Valley", which is the greater Boise region, and works on diverse commercial work, including airport hangars, industrial buildings, and large-scale multifamily units or residential towers. At any given time, the Employer works on 25-30 active projects.

The company is broadly divided into Water, Commercial Construction, and Self-Perform. Self-Perform includes all the concrete and civil work performed by the Employer by its craft employees, who are their hourly field employees. In this department, the Employer employs approximately 180 craft employees, including Carpenters, Laborers, Operators and Cement Finishers. The Vice President of Self-Perform oversees the General Superintendent, senior superintendents and project superintendents, three General Foremen and numerous foremen.³

Terms and Conditions of Employment of Cement Finishers on the Micron Project Compared to Other Employer Projects

One of the Employer's current projects is the Micron Semiconductor Idaho Manufacturing (Triton) LLC project referred to as the "Micron" project. Micron produces and fabricates memory chips, and it is constructing the first memory chip plant in the United States, located outside of Boise. This is a large, \$4 billion project, employing approximately 100 subcontractors and 4,000 employees. The Employer is working on three buildings out of the several buildings on the project: the wastewater treatment building, the HPM building, and the GBI tanks. The Employer started working on this project in July or August 2024 and the Employer's work was 90 to 95 percent complete in August 2026. The Employer's work on the project is anticipated to be fully completed in October or November 2026. On the Micron project, the Employer is working under the Micron

² The Employer contended that the *Daniel-Steiny* eligibility formula should not be used. *Daniel Construction Company, Inc.*, 133 NLRB 264 (1961), as modified in 167 NLRB 1078 (1967), and *Steiny & Company, Inc.*, 308 NLRB 1323 (1992). Because there is no dispute that the Employer is engaged in the construction industry, I precluded litigation on this contention. The Employer also contended that the employees at issue are temporary employees because the Union-referred employees are not necessarily employed year-round as are the core employees and because the Union-referred employees have no expectation of continued employment with the Employer after the current project, discussed below, is finished. I also precluded litigation on this issue. The *Daniel-Steiny* formula, by its application, sets forth the criteria for including those employees who are employed temporarily due to the intermittent nature of the construction industry. See *Turner Industries Group, LLC.*, 349 NLRB 428 (2007).

³ On the date of the hearing, the Employer had 29 active projects, including 10 active "self-perform" projects.

Boise Expansion Project Labor Agreement (PLA) between EXYTE U.S., Inc. (“EPC Prime Contractor”) and the Southwest Idaho/Eastern Oregon Building and Construction Trades Council and its numerous affiliates. The Employer does not recognize any labor organization on any of its projects, and it has no collective bargaining history with any labor organization. This is the Employer’s first time performing work under a PLA. Pursuant to the terms of the PLA, the Employer is required to use Union-referred Cement Finishers at a ratio of one to one.⁴ The Employer operates on a project-by-project basis and, although completion dates for projects are scheduled, it is not unusual for those dates to change. At the end of the Micron project, the core employees will go work on other McAlvain projects and the Union-referred employees will be laid off.

Under the PLA, several terms of employment and ways the Employer conducts its business are different than the Employer’s terms and conditions of employment and business practices on projects other than the Micron project. None of these differences are in dispute. For example, the PLA sets forth the following: qualified employees are only those who have worked at least 1,000 hours and were on the payroll for at least 60 of the last 270 days; nondiscrimination in referrals; Minority/Women/Veteran participation goals in hiring; requiring employees to undergo anti-discrimination training; only apprentices who registered in the U.S. Department of Labor apprenticeship program to be classified as and work as apprentices on this project;⁵ a Workforce Development Committee; union stewards onsite,⁶ a grievance arbitration procedure; how to handle jurisdictional disputes;⁷ higher pay for Journey Cement Finishers than for the Employer’s other projects; the Employer is required to make all Union benefit fund contributions and the fringe benefit contributions to the Union-referred employees; Micron pays a meal subsidy to all employees on the project and pays all employees who live outside 75 miles of the project a per diem. The PLA also requires that terminated employees have to be paid within 24 hours or else they receive additional pay. Conversely, on all Employer projects other than the Micron project, the Employer does not have a grievance or arbitration mechanism, employees perform work in trades outside of cement finishing on a cross-functional basis, and the Employer does not pay terminated employees within 24 hours.

Further, under the PLA, the core hours of work are from 6:00 a.m. to 6:00 p.m. During the summers, the Employer starts work on projects other than the Micron project before 6:00 a.m.⁸ and works after 6:00 p.m. and works on Saturdays and Sundays. The PLA classifies employees based on their certifications and their work tasks and these groups are different than the job classifications the Employer uses on other projects. Although there are some variations, based both on job classification and whether employees are having the Employer’s fringe benefits or the Union’s fringe benefits taken out, the general wage schedules are set by the PLA. Under the PLA, the overtime pay and holiday pay requirements are different because the Employer abides by the State of Idaho’s rules. The PLA’s pay requirements are set by a collective bargaining agreement, which

⁴ On the date of the hearing, the Employer had eight (8) full-time Union-referred Cement Finishers working on the Micron project. Depending on the size of the pours and the project’s needs, the Employer brings in their core employees to work with the Union-referred employees.

⁵ Core employee apprentices can still work, but they are not classified as apprentices on the Micron project so their pay scale is different than it would be on the Employer’s other projects.

⁶ The Union stewards represent all employees onsite, including the core employees.

⁷ On the Micron project, the Cement Finishers and the other crafts can only perform the tasks in their own craft.

⁸ On projects other than Micron, the Employer frequently starts concrete pours at 2:00 a.m. or 3:00 a.m. to avoid the heat.

provides for overtime pay during the week and on weekends.⁹ The Employer provides for different designated holidays on projects other than the Micron project than holidays that are required under the PLA. On projects other than the Micron project, the Employer does not pay travel time, minimum pay for showing up, or standby pay, which are all included in the PLA. At the time of the hearing, there were no Union-referred Cement Finishers working on any of the Employer's projects other than the Micron project.

The Employer's Hiring and Benefits

The hiring process and benefits for core employees and Union-referred employees are undisputedly different. The core employees fill out an application online or in person. Those applications are reviewed by Employer staff and then the employees come into the office for an interview. The core employees complete the paperwork while in the office after their interview. For the Union-referred employees, the Employer notifies the Union, via an online form and a direct email, how many Cement Finishers are needed, and the Union responds with the official dispatch form listing the employees. Union-referred employees complete their paperwork online. After all core and Union-referred employees complete the paperwork, all new hires come to the office for their fit-for duty physical and drug screening and Friday orientation.¹⁰ Everyone on the Micron project is required to have OSHA 30 training, so the Employer trains both its core employees and the Union-referred employees if they need it. After orientation, the Employer distributes the Personal Protection Equipment (PPE), including muck boots provided by the Employer, a physical copy of the employee handbook,¹¹ and the employee benefits summary package.¹² For the Micron project, the Employer's accounting system was modified to make sure its employees are being paid properly when they work on both the Micron project and the other projects and to make sure that the Employer takes out all the appropriate Union dues and fringe benefits payments.¹³ All employees on the Micron project are paid an hourly rate, and all paychecks are weekly and are eligible for direct deposit.

Cement Finishers' Day to Day Work

The Employer operates its own internal training program¹⁴ and organizes its Cement Finishers into four different skill levels, from entry-level basic skills up to what would be considered a journey Cement Finisher. The Employer's internal training or apprentice program trains its employees to be "cross functional", meaning Cement Finishers are also trained in aspects of carpentry, operations, and labor. Based on this, the Employer considers the Union-referred employees to have a different, more limited, skill set than its core employees.

⁹ The Employer's core employees do not receive overtime pay until they have reached 40 hours and they do not receive overtime for Saturdays or double time for Sundays.

¹⁰ The Employer has to pay the Union-referred employees for their time spent getting the drug screening and the fitness for duty testing.

¹¹ The Union-referred employees received a modified employee handbook.

¹² The Employer offers its core employees a medical plan, HSA savings account, two dental plans, basic life insurance, EAP, vision, prescription glasses at discount, dependent care saving, ability to get short term disability, long term disability, life flight program, 401k match, paid parental leave and PTO.

¹³ Union-referred employees receive Union benefits and are not able to sign up for any of the Employer's benefits.

¹⁴ The Union's apprenticeship program is in accordance with Oregon and Washington state law, while the Employer's is not. The Employer's apprenticeship program is not recognized through any state agency or the U.S. Department of Labor.

Cement Finishers essentially finish the concrete while it is being placed. They also perform patching or “sack and patch” work. The Union presented two Cement Finishers to give testimony. One was a Union-referred employee who has been working on the Micron project for almost a year. After he was dispatched, he reported to the Employer’s offices for the drug screening, physical, and orientation.¹⁵ At the time of the hearing, on a typical day, the Superintendent texts the work start time to the group text consisting of both core employees and Union-referred employees. The employees go to the parking lot early to take the shuttle to the jobsite and, once onsite, they attend the morning meetings and the stretch and flex and then take their tools¹⁶ and go to work on the concrete pour. They flatten the concrete by bending over and making sure everything is on grade. Once everything is flat, they go back with a boat float to make it flatter and sometimes they run the bump cutter on it. Then some of the Cement Finishers get on the walk-behind machines and run them and some of them clean up the edges. Once the work is done, they clean up their tools and do whatever else they need to do to finish up. Their work is assigned and directed by the General Foremen, Project Superintendents, and Project Foremen. The core employees and Union-referred employees all use the same tools, including small trowels, edgers, boat floats, walk behinds, and ride ons. They are expected to bring their own hand tools while the Employer provides the larger equipment. The Employer tries to have the ratio of one to one, but, according to one witness, often there are more Union-referred employees on the Micron jobsite than core employees. On some days the crews can be big, up to twelve Cement Finishers, and on slower days, the crew will be just the Union-referred employees.¹⁷ If it is slow on the Micron jobsite, the employees will do other work besides cement work, such as patching, stripping forms, sweeping, cleaning, and other labor work, to stay busy and to get the hours. This happened about twenty or twenty-five times during one of the witness’ tenure. The evidence revealed that during the slow periods on the Micron project, the Employer laid off Union-referred employees and assigned its core employees to other projects. For example, in the wintertime when they could not pour concrete, the Employer assigned Cement Finishers to do weather protection, clean tools and equipment and other general tasks to keep them working. When the work picked up again, the Employer requested a new dispatch from the Union because the Employer does not maintain a recall list for the Union-referred employees.

II. BOARD LAW

The Act does not require a petitioned-for bargaining unit to be the most appropriate possible, but only “an appropriate unit.” *Overnite Transportation Co.*, 322 NLRB 723, 726 (1996). “[I]n every unit determination case, the Board’s inquiry will ‘consider only whether the requested unit is an appropriate one even though it may not be the optimum or most appropriate unit for collective bargaining.’” *American Steel Construction, Inc.*, 372 NLRB No. 23, slip op. at 3 (2022) (quoting *Black & Decker Manufacturing Co.*, 147 NLRB 825, 828 (1964)). 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,

¹⁵ Within the past few months, the Employer also trained him and one of its core employees in forklift operation.

¹⁶ A witness testified that he carries a backpack with skates, mags, steals, edgers, rubber boots, raincoat, water, lunch, and snacks. The Employer provided him with the muck boots, but he prefers his own slip-on boots.

¹⁷ The Union’s other witness was a core employee who started working for the Employer about three months ago. At the time of the hearing, he was working on another one of the Employer’s projects, performing labor work.

departments, functions, work locations, skills, or similar factors; and (3) is sufficiently distinct. *American Steel Constr., Inc.*, slip op. at 3.

When deciding whether the unit sought in a petition is appropriate, the Board focuses on whether the employees share a “community of interest.” *NLRB v. Action Automotive*, 469 U.S. 490, 494 (1985). The Board considers the following factors in determining whether employees share a community of interest: 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 [e]mployer's other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised. *Walt Disney Parks & Resorts, U.S., Inc.*, 373 NLRB No. 99 (2024), slip op. at 8, citing *United Operations, Inc.*, 338 NLRB 123, 123 (2002). Appropriateness is determined “based upon the conditions of employment as they exist at the time of the hearing.” *Puna Geothermal Venture*, 362 NLRB 1087, 1087-88 fn. 4 (2015).

III. APPLICATION OF BOARD LAW TO THE FACTS OF THIS CASE

Organization of the Employer's Operations

An important consideration in any unit determination is whether the proposed unit conforms to an administrative function or grouping of an employer's operation. In this case, the unit sought by Petitioner that contains both core employees and Union-referred employees conforms to an administrative grouping of the Employer. The record evidence, including the Employer's organizational chart, shows that the Employer organizes its employees into four crafts: Cement Finishers, Operators, Carpenters and Laborers. The Employer's contention that all of its core employees are well-rounded and can perform tasks outside their craft does not negate its own organizational groupings. The fact that the proposed unit of Cement Finishers is consistent with these organizational and functional lines supports finding a community of interest between the core employees and the Union-referred employees.

Interchangeability and Contact Among Employees

Interchangeability refers to temporary work assignments or transfers between two groups of employees. Frequent interchange “may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills.” *Hilton Hotel Corp.*, 287 NLRB 359, 360 (1987). The analysis in this case is different because the employees at issue are all Cement Finishers so there are no temporary or permanent work transfers.

Also relevant is the amount of work-related contact among employees, including whether they work beside one another. It is important to compare the amount of contact employees in the unit sought by a union have with one another. See for example, *Casino Aztar*, 349 NLRB 603, 605-606 (2007). In this case, the evidence established total work-related contact between the core employees and the Union-referred employees, as well as evidence that these employees work in the same areas. While on the Micron job site, the Cement Finishers all work side-by-side in the same areas, performing the exact same work tasks. This factor weighs heavily in finding the unit of core employees and the Union-referred employees to be appropriate.

Common Supervision

Another community-of-interest factor is whether the disputed employees are commonly supervised. In examining supervision, most important is the identity of employees' supervisors who have the authority to hire, to fire or to discipline employees (or effectively recommend those actions) or to supervise the day-to-day work of employees, including rating performance, directing and assigning work, scheduling work providing guidance on a day-to-day basis. *Executive Resources Associates*, supra at 402; *NCR Corporation*, 236 NLRB 215 (1978). Common supervision weighs in favor of placing the Union-referred employees and core employees in one unit. The record shows, and there is no dispute that, while working on the Micron project, the core employees and the Union-referred employees are supervised by the same Superintendents and Foremen. This factor weighs in favor of finding the core employees and the Union-referred employees in the same unit to be appropriate.

The Nature of Employee Skills and Functions

This factor examines whether disputed employees can be distinguished from one another based on job functions, duties or skills. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one unit. Evidence that employees perform the same basic function or have the same duties, that there is a high degree of overlap in job functions or of performing one another's work, or that disputed employees work together as a crew, support the finding of similarity of functions. Evidence that disputed employees have similar requirements to obtain employment; that they have similar job descriptions or licensure requirements; that they participate in the same Employer training programs; and/or that they use similar equipment supports the finding of similarity of skills. *Casino Aztar*, 349 NLRB 603 (2007); *J.C. Penny Company, Inc.*, 328 NLRB 766 (1999); *Brand Precision Services*, 313 NLRB 657 (1994); *Phoenician*, 308 NLRB 826 (1992).

In this case the record reveals that the core employees cannot be meaningfully distinguished from the Union-referred employees based on job functions, duties or skills. More specifically, the record shows that the core employees and Union-referred employees perform the exact same job functions and duties while working on the Micron jobsite. The Employer contends that its core employees, due to its internal training program, may have additional skills outside of cement finishing, such as operator, carpentry or laborer, but acknowledges that those skills, pursuant to the terms of the PLA, are not used on the Micron jobsite. This factor clearly shows that there is no meaningful distinction between the core employees and the Union-referred employees.

Degree of Functional Integration

Evidence that employees work together on the same matters, have frequent contact with one another, and perform similar functions is relevant when examining whether functional integration exists. *Transerv Systems*, 311 NLRB 766 (1993). On the other hand, if functional integration does not result in contact among employees in the unit sought by a union, the existence of functional integration has less weight. This factor does not need to be analyzed because, as previously set forth, the record is clear that the core employees and the Union-referred employees are all Cement Finishers, working together on the same jobsite, performing the same tasks, and are in almost constant contact with each other.

Terms and Conditions of Employment

Terms and conditions of employment include whether employees receive similar wage ranges and are paid in a similar fashion; whether employees have the same fringe benefits; and whether employees are subject to the same work rules, disciplinary policies and other terms of employment that might be described in an employee handbook. However, the fact that employees share common wage ranges and benefits or are subject to common work rules does not warrant a conclusion that a community of interest exists where employees are separately supervised, do not interchange and/or work in a physically separate area. *Bradley Steel, Inc.*, 342 NLRB 215 (2004); *Overnite Transportation Company*, 322 NLRB 347 (1996). Similarly, sharing a common personnel system for hiring, background checks and training, as well as the same package of benefits, does not warrant a conclusion that a community of interest exists where two classifications of employees have little else in common. *American Security Corporation*, 221 NLRB 1145 (1996).

Current Board law places emphasis on the community of interest analysis in various situations. Below are two cases with similar facts as to the case herein. *In Re MJM Studios of New York, Inc.*, 336 NLRB 1255, 1257 (2001), the Board reversed the Regional Director's decision to exclude 13 carpenters and welders from a unit of carpenters and welders because the 13 employees at issue were temporary employees:

Further, we find that the 13 employees share a sufficient community of interest to be included in the unit with the Employer's "regular" employees because there is no dispute that they work side-by-side with the regular employees, performing the same work, under the same supervision. See *Interstate Warehousing of Ohio*, 333 NLRB 682 (2001); *Pandick Press Midwest*, 251 NLRB 473, 474 (1980); *Fatato, Inc.*, 87 NLRB 546, 548 (1949). The fact that they receive different wages and benefits than the "regular" employees does not require their exclusion from the unit. See *NLRB v. New England Lithographic*, 589 F.2d 29, 36 (1st Cir. 1978); *Interstate Warehousing of Ohio*, 333 NLRB at 683 fn. 5; *Pandick Press Midwest*, 251 NLRB at 474; *Lloyd A. Fry Roofing* 121 NLRB 1433, 1437 (1958); *Fatato, Inc.*, 87 NLRB at 548

The Board reached the same conclusion in *Interstate Warehousing of Ohio, LLC*, 333 NLRB 682 (2001):

Specifically, we agree with the Regional Director that the temporary employees share a sufficient community of interest with the Employer's permanent employees to be included in the same unit. The temporary employees work side-by-side and are largely interchangeable with the permanent employees. The temporary employees share the same job classifications as the Employer's permanent employees, perform common work functions, and share common work hours and supervision. The duration of their employment is indefinite. Further, the Employer does not dispute that since January 1, 2000, it has obtained all of its permanent employees by hiring from its temporary employees. Hence, the temporary employees are akin to probationary employees whom the Board

includes in units with employees with more permanent tenure. *Johnson's Auto Spring Service*, 221 NLRB 809 (1975). Based on these uncontradicted community-of-interest indicia, we agree with the Regional Director that the unit sought by the Petitioner constitutes an appropriate unit.

Though these cases deal with temporary employees instead of Union-referred employees, the focus of the analysis is properly on the community of interest factors. See also *Miller & Anderson, Inc.*, 364 NLRB 428, 440–41 (2016), holding that employer consent is not necessary for units that combine jointly employed and solely employed employees of a single user employer. Instead, traditional community of interest factors are applied to decide if such units are appropriate, citing to *Sturgis*, 331 NLRB 1298 (2000).

In the instant case, the record reveals that Union-referred employees, whom the Employer argues should be excluded from the unit, share most of their terms and conditions of employment with the core employees. Whether the employees are hired directly or dispatched they fill out the same basic paperwork, go to the same drug screening, take the same fit-for-duty test with the same standards, and attend the same orientation. The Employer provides the same initial training and safety orientation, including OSHA 30 training, for its core employees and the Union-referred employees. All employees receive work boots and other PPE from the Employer.

On the Micron project, the core employees and Union-referred employees perform the same cement work and work alongside each other when there are pours. Their work is assigned and directed by the same supervisors. The Cement Finishers use the same tools, including the same hand tools they are required to bring and the larger equipment that the Employer provides. They use the same badges to badge in and out of the worksite and they park in the same parking lots and use the same shuttle to get to the worksite. Although the core employees on the Micron project make different wages than they would if they were working for the Employer elsewhere, all core employees and Union-referred employees on the Micron project work the same hours with the same basic wage rates, overtime policies and overtime wage rates, holiday wage rates, and meal subsidy. On the jobsite the employees are subject to the same jobsite rules and safety requirements.

IV. CONCLUSION

In determining that the unit sought by the Petitioner that includes both core employees and Union-referred employees is appropriate, I have carefully weighed the community-of-interest factors set forth in the cases cited above. I conclude that the unit sought by Petitioner that includes the Employer's core employees and those referred by the Union is appropriate because the record reveals that the main difference between the Cement Finishers who are core employees and the Cement Finishers who are Union-referred employees is the way in which their employment began. Once on the job site, they perform the same work with essentially the same skills and training, under the same supervisors with similar terms and conditions of employment.

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

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.¹⁸
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 purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time Cement Finisher Foremen, Cement Finisher General Foremen, Cement Finisher Journeypersons, and Cement Finisher Apprentices employed by the Employer out of its Boise, Idaho facility and performing work within the State of Idaho.

Excluded: Office clerical employees, confidential employees, professional employees, managerial employees, guards, and supervisors as defined in the Act, and all other employees.

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 **Operative Plasterers and Cement Masons International Association, Local 555**.

A. Election Details

The election will be held on **Wednesday, September 16, 2026** from **10:00 a.m. to 12:00 p.m. (noon)**¹⁹ in the Mount Borah Conference Room at the Employer's warehouse located at 5700 West Gowen Road in Boise, Idaho.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Sunday, August 30, 2026**, including employees who did not work during that period because they

¹⁸ The Employer, an Idaho corporation with offices and principal place of business in Boise, Idaho, the only facility involved herein, is a commercial general contractor providing construction management and concrete services. During the past 12 months, a representative period, the Employer has purchased and received at its Boise, Idaho facility goods valued in excess of \$50,000 directly from points outside the State of Idaho.

¹⁹ The Region consulted with the parties after the hearing closed to select the appropriate times.

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.

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 **Wednesday, September 9, 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.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. 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. In this case, the Notice must be posted and distributed by **Friday, September 11, 2026**. 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.nlr.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, in Denver, Colorado, on this 4th day of September 2026.

A handwritten signature in black ink, appearing to read "Matthew Lomax", written in a cursive style.

MATTHEW S. LOMAX
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 27
Byron Rogers Federal Office Building
1961 Stout Street, Suite 13-103
Denver, CO 80294