

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

**BRADLEY TECHNOLOGIES INC. D/B/A BTI
SECURITY / AMERICAN EAGLE PROTECTIVE
SERVICES**

Employer

and

Case 10-RC-390158

**INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA)**

Petitioner

and

UNITED FEDERATION LEOS-PBA

Intervenor

DECISION AND DIRECTION OF ELECTION

I. INTRODUCTION

Bradley Technologies, Inc. d/b/a BTI Security¹ and American Eagle Protective Services, referred to collectively as Employer, have been corporations operating under a prime contractor-subcontractor agreement wherein they provide security and other related services, pursuant to a contract with the United States Government at facilities located throughout the State of Alabama. On July 7, 2026², International Union, Security, Police, and Fire Professionals of America (Petitioner) filed the instant petition pursuant to Section 9(c) of the National Labor Relations Act (the Act), seeking to represent all employees performing guard duties for Employer at various federal facilities in Alabama.

A Notice of Representation Hearing was issued on July 8, setting the hearing in this matter for July 16. United Federation LEOS-PBA (Intervenor³) filed a Statement of Position on July 15⁴, asserting that there is a contract bar prohibiting an election in this case. An Order Rescheduling Hearing was issued on July 15. A hearing officer of the National Labor Relations

¹ Counsel for Bradley Technologies, Incorporated d/b/a BTI stated for the record that its full and correct name is Bradley Technologies, Incorporated d/b/a BTI Security and is accordingly adopted herein. (Tr. 15:22-25, Tr. 16:1-8).

² All dates referenced hereinafter are in 2026 unless otherwise noted.

³ As directed by the Region 10 Regional Director, the Hearing Officer properly granted Intervenor's motion to intervene on the record and present evidence. (Tr. 7:17-25; 8:1).

⁴ Board Exhibit 1(l) Intervenor's Statement of Position is dated July 14; however, Board Exhibit 1(n) Index and description of formal documents indicate that Intervenor's Statement of Position was filed July 15.

Board (the Board) held a hearing in this matter via video conference on July 23. The parties were unable to stipulate to any substantive matters. Both Employer and Petitioner stipulated on the record that: Employer is an employer within the meaning of the Act and is engaged in commerce subject to the jurisdiction of the Board⁵; Petitioner is a labor organization within the meaning of the Act;⁶ and the unit described was the appropriate unit.⁷ Intervenor took no position on the requested stipulations and provided no evidence to the contrary, claiming only that it was prohibited from entering into any stipulations under a court order of another jurisdiction.

The parties also did not agree that Intervenor is the incumbent union representing the employees in the unit described in the petition.⁸ Furthermore, Petitioner objected to the admission of Intervenor's Statement of Position and evidence in support thereof during the hearing on the grounds that the Statement of Position was filed untimely.⁹

Pursuant to the Federal Rules of Evidence 201(b)(2), judicial notice may be taken where the fact can be "accurately and readily determined from sources whose accuracy cannot reasonably be questioned." See also, *Plant City Welding & Tank Co.*, 123 NLRB 1146 (1959) (The Board may take official notice of its own proceedings and decisions and rely thereon). In this matter, the hearing officer resolved the unstipulated issues, except for the issue of whether there is a contract bar, by taking judicial notice sua sponte and the parties did not object.¹⁰ The remaining issue in dispute is whether a contract bar exists.

⁵ Tr. 16:9-22, Tr. 17:25, Tr. 18:1-12; 2.

⁶ Tr. 20:18-25, Tr. 21:1-11.

⁷ Tr. 32:21-25, Tr. 33: 1-17.

⁸ Tr. 27:3-25, Tr. 28:1-11.

⁹ Petitioner also submitted and argued in its Motion in Limine and Brief in Support that Intervenor was precluded from raising issues alleged in Intervenor's Statement of Position and from introducing any parole evidence in support thereof.

¹⁰ The hearing officer took judicial notice sua sponte of the following based on prior proceedings and decisions:

1. Intervenor and Petitioner did so stipulate and the Regional Director so found that each were a labor organization as defined by the Act. (Tr. 22:6-13; Tr. 26:15-21).
2. Intervenor was certified as the collective bargaining representative for the unit, and there is no known disclaimer of interest. Additionally, the Collective Bargaining Agreement, Board Exhibit 1(k) Intervenor's CBA, explicitly states that the Intervenor is the collective bargaining representative for the unit in question here. (Tr. 28:12-21).
3. The unit petitioned for is described in Board Exhibit 1(k) Intervenor's CBA and was certified by the National Labor Relations Act. (Tr. 33:25, Tr. 34:1-7).

I note that the referenced case number 10-RC-357251 was in error and the correct case number is 10-RC-357241. I will further take notice of Board Exhibit 1(f) Employer's Commerce Questionnaire, 1(e) Employer's Statement of Position, and 1(j) Intervenor's Bridge Agreement to establish that the Board has jurisdiction over the employer Bradley Technologies Inc., d/b/a BTI Security and that American Eagle Protective Services is its subcontracting both of whom employ the petitioned for unit here.

The Board has delegated its authority in this proceeding to me under Section 3(b) of the Act. As explained below, based on the record¹¹ and relevant Board law¹², I find that there is no contract bar prohibiting the processing of the petition and that a question of representation affecting commerce exists.

II. PROCEDURAL ISSUE

Before turning to the facts and substantive issues in this case, I will address Petitioner's request to preclude Intervenor from presenting any evidence, issue, or argument in the hearing due to the untimeliness of Intervenor's Statement of Position. Petitioner specifically objected on record to the admission of Board Exhibits 1(j)-1(l) (Intervenor's Statement of Position, Intervenor's CBA, and Intervenor's Bridge Agreement). The deadline for the Statement of Position in this matter was noon on July 15. While the record is silent as to the exact time in which Intervenor's Statement of Position was served on the parties, the Intervenor was nonetheless unrestricted by the Statement of Position filing requirements under Section 102.63(b)(1) of the Board's Rules and Regulations.

Section 102.63(b)(1) specifies that in a RC petition, filed under Section 102.61(a), "[t]he *employer* [emphasis added] shall file with the Regional Director and serve on the parties named in the petition its Statement of Position such that it is received by the Regional Director and the parties named in the petition by the date and time specified in the Notice of Hearing...." The Board's omission of intervenor was intentional as evidenced by its rejection of the proposed amendment to the rules that would require any person desiring to intervene in a representation case complete a Statement of Position. 79 Fed. Reg. 7329, 7356 (2014).

Furthermore, Section 102.66(b) of the Board's Rules and Regulations authorizes the Regional Director to use his or her discretion regarding the receipt of necessary evidence. Thus, it is left to the discretion of the Regional Director whether to impose a requirement that an intervenor file a Statement of Position.¹³ This discretion was retained following subsequent changes to the Board's Representation Case Procedures.¹⁴

¹¹ The initial Board Exhibits certified on July 23, by the court reporting services did not include Board Exhibits 1(j)-n), improperly identified Board Exhibit 2 as admitted as opposed to rejected, and erroneously included Employer Exhibit as admitted when it was never offered for admission into the record. Accordingly, the Region requested corrected exhibits and hereby adopts the revised Board Exhibit and Employer Exhibits issued on August 13.

¹² The parties were permitted to submit post hearing briefs; however, none were filed by the deadline and no extensions were requested. On August 6, Intervenor submitted a letter to the Regional Director claiming it would not file a brief because of an injunction in case No. 2026-222959-CA in the Circuit Court of Oakland County.

¹³ See, Memorandum GC 15-06, Guidance Memorandum on Representation Case Procedure Changes Effective April 14, 2015, Sec. II.E. (April 6, 2015), citing 79 Fed. Reg. 74308, 74383 (2014) ("The Board did not require that an intervenor file a Statement of Position, but indicated that the regional director has discretion to impose this requirement on an intervenor.")

¹⁴ "Regional Directors retain discretion as to whether an intervenor will be required to file and serve a Statement of Position in any type of representation case." Memorandum GC 20-07, Guidance Memorandum on Representation Case Procedure Changes, Sec. III.C. (June 1, 2020).

At my direction, the hearing officer allowed Intervenor in this case to litigate any issues raised in its Statement of Position concerning whether a contract bar exists. I hereby affirm my ruling and find that the Board's Rules and Regulations allow for, and the hearing officer correctly permitted Intervenor to provide necessary information regarding any contract bar on the record at the hearing.¹⁵

III. CONTRACT BAR ISSUE

A. Facts

On June 2, 2023, Intervenor and Inner Parish Security Corporation, the Predecessor Employer, entered into a collective bargaining agreement (Intervenor's CBA), recognizing Intervenor as the exclusive bargaining representative for employees performing guard duty for the Predecessor Employer at federal facilities throughout the state of Alabama. Intervenor's CBA states in Section 1.1 that:

[T]his agreement shall become effective on the date that is signed by both parties and shall continue in full force and effect through and until Midnight June 30, 2026. Board Exhibit 1(k).

In Article 19.1 of the Intervenor's CBA, it goes on to state in relevant part:

The agreement shall remain in force and effect until 2400 hours on June 30, 2023, and shall remain in full force and effect from year to year thereafter unless, not less than sixty (60) days prior to the anniversary of the agreement, either party gives notice of its intention to modify or terminate this agreement. *Id.*

Sometime around March 27, 2024, Employer succeeded Predecessor Employer as the employer of the petitioned for bargaining unit. On November 21, 2024, Employer and Intervenor entered into its Bridge Agreement wherein Employer assumed the terms of Intervenor's CBA except as modified by the Bridge Agreement. The parties agreed,

[T]hat the terms of said agreement dated June 2, 2023, through June 30, 2026, shall continue in full force and effect until May 21, 2025, or when a new Collective Bargaining Agreement is negotiated and executed by the parties, except as modified herein. Board Exhibit 1(j).

Intervenor's representative and lead negotiator Stephen Maritas testified and affirmed that he signed both Intervenor's CBA and Bridge Agreement on behalf of Intervenor. Maritas stated that neither party gave notice to terminate or to modify 60 days prior to the anniversary of the Intervenor's CBA thereby automatically renewing Intervenor's CBA. (Tr. 48:11- 23). However, counsel for Bradley Technologies, Inc., Joshua Crabtree, attested that he sent a notice to bargain by letter and email on May 27, 2025. (Tr. 103:15-23). Maritas could not recall the email but

¹⁵ Petitioner's Motion in Limine and Brief in Support filed on July 22, was properly denied on the record based on the Regional Director's discretion pursuant to Section 102.66(b) of the Boards Rules and Regulations. (Tr. 7:21-24).

agreed that it was an email addressed to him requesting to enter into negotiations for a collective-bargaining agreement for Federal Protective Services Alabama. (Tr. 57:1-9). Also, Employer's Exhibit 1 shows an email dated August 13, 2025, from Maritas to Crabtree requesting a call to discuss dates for negotiations for Alabama.

Maritas later testified that he understood the negotiations to only pertain to discussing wage increases. (Tr. 66:17-25, Tr. 74:19-25, Tr. 76:4-10, Tr. 76:17-20).¹⁶ However, the record demonstrates that discussions entailed more than just wages. Sometime between August 13, 2025, and September 9, 2025, Employer and Intervenor (the parties) held bargaining sessions and on September 9, 2025, Crabtree emailed Maritas proposals for a collective-bargaining agreement. See Employer's Exhibit 2 and Petitioner Exhibit 1. Crabtree testified that the collective-bargaining agreement proposal included changes to the disciplinary policy, grievance procedures, managements rights clause, Article 5 union representation, shift bids, seniority, travel, training, and vacation. (Tr. 105:20-25, 106:1-18).

Maritas testified that the September 9, 2025, email did imply modification to the current collective-bargaining agreement and that there were calls back and forth between the parties. (Tr. 54:16-19, Tr. 72:18-24). The parties held one or two virtual bargaining sessions in July or August of 2025 and thereafter continued exchanging dates to meet through January. (Tr. 103:15-23, Tr. 104:4-16, Tr. 107:4-25, Tr. 108:1-5). The parties exchanged proposals through March 25. (Tr. 109:6-21). On March 17, Intervenor filed its F-7 Notice to the Federal Mediation and Conciliation Service notating that the contract expired May 21, 2025. Petitioner Exhibit 3.

Petitioner filed its petition on July 7; however, Intervenor asserts in its Statement of Position that Under Article 19 of Intervenor's CBA, the contract automatically renewed for one year barring the petition for election. Employer and Petitioner both assert that there is no contract bar as the contracts have expired.

B. Analysis

To act as a bar to an election, the existing collective bargaining agreement must: 1) be in writing, 2) contain substantial terms and conditions of employment, and 3) be signed by all the parties before the petition was filed. *Appalachian Shale Products Co.*, 121 NLRB 1160, 1161-63 (1958). A contract which has no fixed term does not bar an election for any period. *Pacific Coast Assn. of Pulp & Paper Mfrs.*, 121 NLRB 990, 993 (1958); *McLean County Roofing*, 290 NLRB 685, 686 fn. 5 (1988). The parties to a contract which is approaching its expiration date are provided with a 60-day "insulated period" immediately preceding and including the expiration date to negotiate and execute a new contract. *Deluxe Metal Furniture Co.*, 121 NLRB 995, 1000 (1958). Petitions filed during the insulated period are dismissed, regardless of whether the contract contains an automatic renewal clause and regardless of the length of the renewal period. *Id.*

¹⁶ Maritas' testimony indicated that he was raising negotiations on wages pursuant to the Intervenor's CBA. Section 14.1 of Intervenor's CBA states, "Re-opener negotiations for Straight Time Hourly Rate amounts pursuant to this Section for years 2024 and 2025 shall begin no later than March 1st of each year and conclude by May 1 of such applicable respective year." Board Exhibit 1(k).

In situations where the collective bargaining agreement provides for automatic renewal absent notification of a desire to modify or terminate from either party, the contract renews itself and constitutes a bar unless a timely petition is filed before the beginning of the insulated period. See *ALJUD Licensed Home Care Services*, 345 NLRB 1089 (2005). The question of whether automatic renewal of a contract has been forestalled should be considered only after the parties have failed to execute a new agreement during the 60-day “insulated period.” *Deluxe Metal Furniture Co.*, 121 NLRB at 1001. The burden of proving that a contract is a bar is on the party asserting the doctrine. *Roosevelt Memorial Park, Inc.*, 187 NLRB 517 (1970).

As the party asserting the contract bar, Intervenor has the burden of proving the existence thereof. It is undisputed that there has been no new collective bargaining agreement since the execution of the Bridge Agreement, nor is it disputed that all parties entered into the Bridge Agreement that adopted substantial terms and conditions of employment found in Intervenor’s CBA. At issue is the date of termination and whether the contract automatically renewed as alleged by Intervenor.

While the Bridge Agreement, states, that the terms “shall continue in full force and effect until May 21, 2025, or when a new Collective Bargaining Agreement is negotiated and executed by the parties...” it does not serve as a contract bar because it does not have a fixed term. The inserted “or when a new Collective Bargaining Agreement is negotiated and executed” is an undetermined date for which one would be unable to determine when the insulated period would begin. See *Lane Aviation Corp.*, 211 NLRB 824, 825 (1974); *W. Horace Williams Co.*, 130 NLRB 223 (1961); *Pacific Coast Assn. of Pulp & Paper Mfrs.*, 121 NLRB 990, 993–994 (1958) (a contract of indefinite duration is a contract without stated provisions for termination or which terminates on the occurrence of some event the date of which cannot be established with certainty before its occurrence).

Therefore, I rely on Intervenor’s CBA whose terms the parties assumed in its Bridge Agreement to determine whether there is a contract bar. Intervenor’s CBA states in Section 1.1, in part, that the agreement “shall continue in full force and effect through and until Midnight June 30, 2026,” and further states in Section 19:

The agreement shall remain in force and effect until 2400 hours on June 30, 2023, and shall remain in full force and effect from year to year thereafter unless, not less than sixty (60) days prior to the anniversary of the agreement, either party gives notice of its intention to modify or terminate this agreement.

Intervenor’s CBA was signed by all parties on June 2, 2023. The record is unclear as to what date the anniversary of the agreement is considered. Nonetheless, whether the anniversary date is date of execution, or midnight on June 30, Employer effectively stalled automatic contract renewal with its May 25, 2025, request to bargain and the subsequent bargaining sessions through January of 2026.

The Board stated that any notice of a desire to negotiate changes in a contract received by the other party immediately preceding the automatic renewal date provided for in the contract will prevent its renewal for contract-bar purposes, despite a provision or agreement for the

continuation of the existing contract during negotiations, and regardless of the form of the notice. *Deluxe Metal Furniture Co.*, 121 NLRB at 1002. The uncontradicted testimony was such that Employer submitted written requests to bargain on May 27, 2025. After the parties met for bargaining, Employer sent a follow-up email on September 9, 2025, to Intervenor with the subject line 'FPS Alabama Bargaining' noting an attached proposed collective-bargaining agreement that included modifications to substantial terms and conditions of employment. Crabtree testified that counter proposals were exchanged on March 18 and March 25. (Tr. 109:2-24). Notice of the Employer's intent to modify the collective-bargaining agreement was sent well in advance of the parties' 60-day notice requirement irrespective of the chosen anniversary date.

Therefore, I find that the Petitioner's petition is timely as it was filed after June 30, the date of termination, and that no contract bar exists.

IV. CONCLUSIONS AND FINDINGS

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

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. At all material times, the joint employers, Bradley Technologies, Incorporated d/b/a BTI Security, and American Eagle Protective Services, referred to collectively as "Employer" have been corporations operating under a prime/subcontracting agreement. The prime/subcontracting agreement was formed to provide security and other related services to agencies of the U.S. Government at facilities located throughout the State of Alabama.
3. The Employer, Bradley Technologies, Incorporated d/b/a BTI Security, a corporation with its principal office in Rockville, Maryland, provides security services to agencies of the U.S. Government at various locations throughout the State of Alabama. During the past twelve months, a representative period, Bradley Technologies, Incorporated d/b/a BTI Security, in the course and conduct of its business operations, received in excess of \$50,000 for services provided to the U.S. Government in States outside the State of Alabama.
4. The Employer, American Eagle Protective Services, a corporation with its principal office in Leander, Texas, provides security services to agencies of the U.S. Government at various locations in the State of Alabama. During the past twelve months, a representative period, American Eagle Protective Services, in the course and conduct of its business operations, received in excess of \$50,000 for services provided to the U.S. Government in States outside the State of Alabama.
5. Each employer, Bradley Technologies, Incorporated d/b/a BTI Security and American Eagle Protective Services, is an employer as defined in Section 2(2) of the

Act who is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.

6. Petitioner, International Union, Security, Police, and Fire Professionals of America, is a labor organization within the meaning of Section 2(5) of the Act and is qualified to represent a unit of guards within the meaning of Section 9(b)(3) of the Act.
7. Intervenor, United Federation LEOS-PBA, is a labor organization within the meaning of Section 2(5) of the Act and is qualified to represent a unit of guards within the meaning of Section 9(b)(3) of the Act.
8. There is no contract or other bar in existence that would preclude the processing of the petition.
9. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 2(6) and (7) of the Act.
10. I find the following employees of 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 protective security officers performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act, employed by Bradley Technologies, Inc. d/b/a BTI Security, and American Eagle Protective Services in various federal facilities in the State of Alabama under the Employers' contract with the United States Government, including the Federal Protective Service.

Excluded: All other employees, office clerical employees, professional employees, and supervisors as defined in the Act.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by International Union, Security, Police and Fire Professionals of America (SPFPA) or United Federation LEOS PBA, or neither.

A. Election Details

Based on the record evidence that the petitioned-for unit covers separate federal facilities, and the parties concurrence that a mail ballot election is appropriate, I have determined that a mail ballot election will be held.

The ballots will be mailed to employees employed in the appropriate collective bargaining unit. At 2:00pm (Central Time) on **Wednesday, September 9, 2026**, ballots will be mailed to voters from an office of the National Labor Relations Board, Region 10.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **Wednesday, September 16, 2026**, should communicate immediately with the National Labor Relations Board by either calling the Region 10 Office at 205-933-3018 or our national toll-free line at 1-844-762-6572.

All ballots will be commingled and counted at the Region 10 Birmingham Resident Office on **Thursday, October 1, 2026**, at 2:00pm (Central Time). In order to be valid and counted, the returned ballots must be received in Region 10 Birmingham Resident Office, prior to the counting of the ballots. 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.

B. Voting Eligibility

Eligible to vote are those employees in the unit who were employed by Bradley Technologies, Inc. d/b/a BTI Security during the payroll period ending Sunday, August 9, 2026, and for those employees in the unit who were employed by American Eagle Protective Services during the payroll period ending Wednesday, August 12, 2026.¹⁷ In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

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

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

C. Voter List

As required by Section 102.67(1) of the Board's Rules and Regulations, the Employer must provide the 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.

¹⁷ At hearing Employer stated the most recent payroll period for Bradley Technologies, Inc. d/b/a BTI Security was July 12, 2026, paid biweekly, and the most recent payroll period for American Eagle Protective Services was July 15, 2026, paid semi-monthly. (Tr. 133:19-25; 134:1-8)

To be timely filed and served, the list must be *received* by the regional director and the parties by **Friday, August 28, 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. 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. In this case, the notices must be posted and distributed **before 12:01 a.m. on Thursday, September 3, 2026**.

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: August 26, 2026

/s/ Terry D. Combs

Terry D. Combs
Acting Regional Director
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