

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9**

BATESVILLE PRODUCTS, INC.

Employer

and

Case 09-RC-388637

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS (IBT), LOCAL 135 ^{1/}**

Petitioner

DECISION AND DIRECTION OF ELECTION

I. INTRODUCTION

Batesville Products, Inc. (Employer) is a manufacturing business that casts, machines, polishes, and tools aluminum products for its customers. It operates out of two facilities: the machine shop in Lawrenceburg, Indiana (machine shop or Lawrenceburg facility) and the foundry in Aurora, Indiana (foundry or Aurora facility). International Brotherhood of Teamsters (IBT), Local 135 (Petitioner or Union) filed the instant petition with the National Labor Relations Board (the Board) under Section 9(c) of the National Labor Relations Act (the Act) on June 10, 2026, seeking to represent all full-time and regular part-time production employees, which includes Machinists, Polishers, and Shipping and Receiving, employed by the Employer at its 434 Margaret Street, Lawrenceburg, Indiana facility; excluding all other employees, office clerical employees, confidential employees, temporary employees, professional employees, and guards and supervisors as defined in the Act. There are approximately 18 employees in the petitioned-for unit.

The Employer argues that the petitioned-for unit is inappropriate because the production employees at the foundry in Aurora, Indiana must be included. The Employer contends that the Aurora facility is so effectively merged or functionally integrated with the Lawrenceburg facility that the Lawrenceburg facility has essentially lost its separate identity, such that the Aurora production employees must be included in any appropriate unit. The Employer seeks to include the production and maintenance employees at the Aurora facility, consisting of casters, polishers, tooling employees, and maintenance employees. There are approximately 20 employees at the Aurora facility that the Employer seeks to add to the unit.

A hearing officer of the Board held a hearing in this matter in Cincinnati, Ohio on June 22, 2026. The parties submitted post-hearing briefs. Based on my review of the record,

^{1/} The caption of this matter is hereby modified to reflect the correct name of the Petitioner.

relevant Board law and guidelines, and in consideration of the parties' arguments, I have concluded that the Employer has not rebutted the presumption that the petitioned-for single-facility unit is appropriate. Further, I find that the petitioned-for unit is appropriate. The employees of the petitioned-for unit share an internal community of interest, are readily identifiable as a group, and the Employer failed to show that the production employees at the Aurora facility share an overwhelming community of interest or traditional community of interest with the petitioned-for unit. Accordingly, I direct an election in the petitioned-for unit.

II. FACTS

A. Overview of the Employer's Operations

The Employer is a manufacturing business that creates custom metal parts for its customers. The Employer has two facilities – the Lawrenceburg facility and the Aurora facility. The Union petitioned for a wall-to-wall production unit at the Lawrenceburg facility. The Lawrenceburg facility serves as the machine shop and the Employer's headquarters. In addition to being the machine shop, the Lawrenceburg facility houses offices for management and engineers. The Aurora facility, which the Employer argues must be included in any appropriate unit, serves as the foundry. The distance between the two facilities is 9 miles and it takes approximately fifteen minutes to drive from one facility to the other.

Production for nearly all products begins at the Aurora facility. Customers send the Employer a model or drawings for the product they want manufactured and the Employer provides a quote to fabricate the product. After the customer agrees to the price, the Employer creates a mold for the product and sends the customer a prototype. When the customer approves the prototype, the product goes into production. Production begins with casting at the Aurora facility. Casters at the foundry pour molten metal into the mold to form the casting. When the metal cools, the mold is ejected and the excess metal and parts used to pour the metal are sawed off the casting. The casting is then sent to a third party to be heat treated and returned.

When the casting is returned, it is either shipped to Lawrenceburg for machining and polishing or, if no machining is required for the product, it stays in Aurora for polishing. There are polishing departments in both facilities, and castings that do not need to be machined are polished at the Aurora facility and shipped to the customer. About 70 percent of product is sent to Lawrenceburg and about 30 percent stays in Aurora. Castings that are sent to Lawrenceburg for machining are shipped by the Employer's shipping clerk in the shipping department, Mike Dirr. Dirr picks up and transports the castings to the machine shop, where the castings are machined. The castings are then polished and shipped to the customer. There are also a small number of orders where the Employer purchases a pre-casted product, but the vast majority of parts machined in Lawrenceburg come from the Aurora foundry. When the Employer purchases a pre-casted product, it is shipped directly to Lawrenceburg and machined, bypassing the Aurora facility entirely.

B. Organizational Structure

Nick Pennekamp is the Chief Operations Officer (COO) and Chief Financial Officer (CFO) for the Employer. As COO and CFO, he oversees the production and engineering divisions of the business. He also oversees the Human Resources (HR) employees and manages the Employer's finances, including payroll. Below Pennekamp is the plant manager and engineering manager. The engineering manager is Dylan Moore, who supervises the engineers and maintenance employees. There are three maintenance employees who are based out of Aurora, but who split their time about evenly between the two facilities. The plant manager is Christopher Lombardi. As plant manager, Lombardi oversees both the Lawrenceburg and Aurora facilities. Each facility has its own supervisor that reports to Lombardi. Lombardi also oversees the quality manager, Steve Klaserner. Klaserner is responsible for quality control at both facilities.

Josh England is the Lawrenceburg machine shop supervisor and Chrisler Clark is the Aurora foundry supervisor. England supervises the machinists, polishers, and shipping clerks at the Lawrenceburg facility.^{2/} Clark supervises the casters, polishers, and tooling employees at the Aurora facility. There are currently no employees classified as shipping clerks at the Aurora facility. The plant supervisors create employee schedules, dole out daily work assignments to employees, and approve paid time off requests.

Lombardi holds a weekly scheduling meeting every Tuesday. The scheduling meeting includes England, Clark, Klaserner, the purchasing manager, the department administrator, all three engineers, and sometimes sales representatives. The record does not reflect whether this meeting is held in-person or virtually. Prior to this meeting, Lombardi creates a document that contains information about every customer order the Employer is processing. In the meeting, Lombardi distributes the document containing the orders currently in process and target dates to ship to customers. The document prioritizes the orders and sets the work that needs to be completed by each facility throughout the week. Lombardi testified that he does not dictate how supervisors England and Clark need to get this work completed. Rather, England and Clark use their discretion to determine how best to use the resources at their respective facilities to complete the plan set out during the scheduling meeting.

Lombardi also holds a daily production meeting to update everyone on the status of production. The daily production meetings include Clark, England, Klaserner, the purchasing manager, the department administrator, HR manager McKenzie Hunter, all three sales representatives, and all three engineers. Lombardi testified that the participants in each building get together in a conference room and the two facilities discuss via speakerphone. This meeting reviews daily operations. Lombardi will ask Clark and England to run through the details of what each facility is working on, if there are any quality issues, or if there are any equipment issues. If there are any attendance, equipment, or other issues that could slow production, the

^{2/} The language in the petitioned-for unit refers to "Shipping and Receiving" but the evidence and testimony adduced at hearing reveals that the employees involved have the title of "shipping clerk." Accordingly, these employees are referred to as "shipping clerks" herein.

participants discuss how to deal with them. If any changes need to be made to the plan formed during the Tuesday scheduling meeting, Lombardi needs to give final approval.

On Thursdays, Lombardi also creates a weekly schedule that only applies to the Aurora foundry. This schedule tells Clark what the foundry needs to cast. There is no similar schedule created for the Lawrenceburg machine shop.

Pennekamp testified that the Employer does not keep separate books for the facilities, does not split finances between buildings in its income statement, and that the balance sheet is inclusive of both facilities. Pennekamp and other witnesses also testified that the employees of both facilities share in the same bonus program. Under the bonus program, production employees receive a monthly bonus when the Employer's monthly sales exceed \$1.2 million and the sales to cost ratio is above a set threshold. The target numbers for the bonus program are not set by facility, but instead by the Employer's overall sales revenues and sales to cost ratio across both facilities. This means that returned product from customers that result in repair expenses or refunds count against the pool as a whole, regardless of which facility the error originated from.

C. Common to Both Facilities

Employees for both facilities are hired through a central HR process and share the same employee handbook but are onboarded at the facility for which they were hired. The onboarding process is the same for both facilities. The Employer uses a shared seniority list for the facilities. Both facilities use the same process to clock in. When employees clock in, they "job in" to the department they are working in that day. For example, an employee clocking in to work as a polisher in Lawrenceburg would "job in" to the Lawrenceburg polishing department.

D. Lawrenceburg Facility

At the time of the petition, the Lawrenceburg facility employed 10 machinists, 6 polishers, and 2 shipping clerks. Production employees at the Lawrenceburg facility have been working 60 hours per week since February 2026 and work 10-hour shifts. Second shift employees earn a \$0.75 per hour shift differential. Employees' uniform requirements depend on the department they work in, and Lawrenceburg employees receive a maximum of \$150 reimbursement for footwear.

The starting wage for polishers at both facilities is \$19.00 per hour. Polishers grind, sand, and polish parts using cloth, hand tools, and power tools. The polishing process prepares parts that do not need to be machined for shipment or prepares parts that do need to be machined for the machining process. This is currently the only job classification with employees at both facilities.

The starting wage for machinists is also \$19.00 per hour. Machinists operate computer numerical control machines to fabricate parts. They load parts into the machine, run the machine, and detect any possible malfunctions. Machinists mill, turn, drill, tap, de-burr, saw, and sand product. There are no machinists at the Aurora foundry. Ivan Katzmiller, a machinist presently assigned to the Lawrenceburg facility, testified that he sometimes works at the Aurora

facility as a caster. Katzmiller was a permanent transfer who previously worked as a caster in Aurora for 8 months before transferring to the Lawrenceburg machine shop to be a machinist. He did not relate when he started as a machinist. He said that when he works as a caster now, he jobs into the Aurora facility as a caster, earns the caster wage, and reports to Clark. Katzmiller testified that the Employer did not instruct him to work in the Aurora foundry as a caster; all of his work casting in the Aurora foundry since he became a machinist at the Lawrenceburg facility has been voluntary overtime. Further, Katzmiller had not worked as a caster in at least 3 months. The Employer did not present any further evidence of machinists working in the Aurora foundry.

The Lawrenceburg machine shop employs two shipping clerks. Derek Stephens serves as the shipping lead, and Mike Durr serves as the main delivery driver between the facilities. Stephens is in charge of shipping matters such as checking in delivered parts, solving problems, working on technical issues, or directing Durr when items are needed from the Aurora foundry. Durr works part-time, averaging anywhere from 15 to 30 hours per week. Durr used to be based out of the Aurora facility, but he switched to the Lawrenceburg facility after he moved closer to Lawrenceburg. Durr creates a packing slip with parts from the Aurora foundry that were ordered by England, though he does take input on what to ship from Clark and Stephens as well. These parts can include castings, raw parts, supplies, and materials. Durr then drives a truck from the Lawrenceburg machine shop to the Aurora foundry. When Durr arrives at the foundry, he drives around the facility on a forklift and picks the parts that are on the packing slip, loads the parts onto the truck, and drives them back to Lawrenceburg. When he gets back to Lawrenceburg, he unloads the truck and Stephens checks in the parts. Durr testified that he occasionally ships supplies from Lawrenceburg to Aurora, but because both facilities store their own supplies, this is infrequent. Further, shipments from Aurora to Lawrenceburg do not create a packing slip or any other type of paper trail. The record does not reflect a shipping clerk's starting wage.

E. Aurora Facility

The Aurora facility employs 12 casters, 3 tooling technicians, 2 polishers, and 3 maintenance technicians. Production employees at the Aurora foundry typically work 8-hour shifts, though Hunter testified that some employees, without specifying which ones, work 10-hour shifts. Only the polishers at the Aurora foundry have been regularly working 60 hours per week. The Aurora foundry has three shifts, with second and third shift earning a \$1.50 per hour and \$2.50 per hour shift differential, respectively. The record established through the testimony of multiple witnesses that the working conditions at the Aurora foundry are significantly different than at the Lawrenceburg machine shop. Because the casting process involves molten metal, the conditions at the foundry are much hotter than those at the machine shop. Employees who work in the Aurora foundry receive a higher stipend for footwear, \$172.00, than those at the machine shop because the conditions in Aurora require footwear with a higher level of protection.

The starting wage for casters is \$20.00 per hour. According to the witness testimony, casters have the most physically demanding and dangerous job of any job classification employed at either facility. Casters pour and regulate the flow of molten metal into molds to produce a casting. Casters adjust the temperature of the heating units to ensure the metal is melted to specifications. In addition to the more protective footwear that foundry employees are

required to wear, casters also need to wear long sleeves to protect their arms while pouring the hot metal. Because all casting is completed at the Aurora foundry, there are no casters at the Lawrenceburg machine shop.

The record does not reflect the starting wage for tooling technicians. Tooling technicians cut the mold that casters pour the molten metal into and put the mold into the press. They ensure the proper functioning of molds, cores, dies, and other tools and equipment used in the foundry process. There are no tooling technicians at the Lawrenceburg machine shop.

The Aurora foundry also employs two polishers. The polishers have the same starting rate as those in the Lawrenceburg machine shop and perform the same job duties. HR manager McKenzie Hunter testified that the two polishers in Aurora, Brian Stanley and Isaac Burkett, fill in at the Lawrenceburg facility as needed. She also said that employees who are sent from one facility to the other are eligible for mileage, so employees who interchange should have mileage reports documenting the assignment. Hunter testified that they likely would have been sent to the Lawrenceburg facility in March or April of 2026, but the Employer failed to provide any documentation supporting this assertion.

Unlike the production employees at the Aurora foundry, the three maintenance technicians are supervised by Moore rather than Clark. Though the maintenance technicians are based in the Aurora foundry, the record reflects that they split their time roughly evenly between the Aurora and Lawrenceburg facilities. The record does not reflect the starting salary for the maintenance technicians.

III. LEGAL ANALYSIS

A. *Single-Facility Unit Standard*

The Board has long established that a petitioned-for single-facility unit is presumptively appropriate, even where another unit might also be appropriate. *Dixie Belle Mills, Inc.*, 139 NLRB 629, 361 (1962); *J&L Plate*, 310 NLRB 429, 429 (1993); *Hilander Foods*, 348 NLRB 1200, 1200 (2006). This single-facility presumption can be rebutted by showing that the petitioned-for single facility unit has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that the unit has lost its separate identity. *Dixie Belle Mills, Inc.*, 139 NLRB 629, 361 (1962); *J&L Plate*, 310 NLRB 429, 429 (1993); *Hilander Foods*, 348 NLRB 1200, 1200 (2006). The burden of rebutting this presumption rests with the party arguing against the presumptively appropriate single-facility unit. *Hilander Foods*, 348 NLRB 1200, 1200 (2006). To determine whether the presumption has been rebutted, the Board considers (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) degree of employee interchange; (4) distance between locations; and (5) bargaining history, if any. *Esco Corp.*, 298 NLRB 837, 839 (1990); *J&L Plate*, 310 NLRB 429, 429 (1993); *Trane*, 339 NLRB 866, 867 (2003). Even if some factors favor the party arguing against the presumptively appropriate single-facility unit, the evidence may not be sufficient to establish that the presumption has been successfully rebutted. *J&L Plate*, 310 NLRB 429, 430 (1993).

As explained in my analysis below, I find that the Employer has failed to rebut the presumption that the petitioned-for single-facility unit is appropriate. While some factors favor the broader unit sought by the Employer, on the whole, the evidence does not establish that the facilities are so effectively merged or functionally integrated that the Lawrenceburg facility has lost its separate identity.

i. Application of Law to Facts

The first factor examines the central control over daily operations and labor relations, including the extent of local autonomy. Plant manager Lombardi exercises a considerable amount of central control over daily operations for both facilities. Lombardi dictates the production goals for each facility in the Tuesday scheduling meeting, setting out what each facility needs to get accomplished. He runs daily production meetings to check in on the day-to-day operations and stay apprised of any notable issues. Further, the Employer also maintains a considerable amount of central control over labor relations. Employees are hired centrally through HR, share the same handbook, and are eligible for the same bonus pool.

Though Lombardi maintains a fair amount of central control over daily operations, the plant supervisors still possess a significant amount of local autonomy. Lombardi testified that England and Clark use their discretion in determining how to allocate resources at their respective facilities to meet the production needs set out during the scheduling meeting. Lombardi stated that he does not dictate how they need to complete their work. England and Clark are also responsible for creating employee schedules and assigning employees to certain tasks. Moreover, there is also limited local control over certain aspects of labor relations. England and Clark are responsible for approving employee paid time off requests and employees are onboarded at the facility where they will be working instead of at a central location. Though each facility maintains some degree of local autonomy, this factor weighs slightly against the petitioned-for single-facility unit.

The second factor looks at the similarity of employee skills, functions, and working conditions. It is uncontested in the record that the working conditions in the Aurora foundry are considerably more difficult and dangerous. Because the work done at the foundry requires casters to pour molten metal, the facility is much hotter and exposes employees to greater risk of injury. Further, a significant majority of Aurora foundry employees utilize completely different skills than those in the petitioned-for unit. There is no analogous position in the Lawrenceburg machine shop for tooling technicians or casters, which make up 15 of the 20 employees the Employer seeks to add to the unit. Moreover, there are no machinists at the Aurora foundry since all machining takes place at the Lawrenceburg machine shop. Considering these differences in employee skills, functions, and working conditions, this factor weighs strongly in favor of the petitioned-for single-facility unit.

The next factor examines the degree of employee interchange. There was very little witness testimony and no documentation to support a finding that employees were regularly sent back and forth between the facilities (regular interchange). Hunter testified that the two Aurora foundry polishers are sent to Lawrenceburg when needed and Katzmilller testified that he worked overtime, not regular shifts, as a caster at the Aurora foundry. However, Katzmilller clarified that he had not done so in months and that the decision for him to work overtime in

casting was completely voluntary. Further, mileage reports and “job in” information were not presented as evidence to back up Hunter’s and Katzmilller’s claims. While Katzmilller was an example of permanent interchange, the record does not reflect when his switch from the Aurora foundry to the Lawrenceburg machine shop occurred, nor did it contain any other examples of permanent interchange. Moreover, permanent transfers are given less weight by the Board than temporary transfers. *Id.* (citing *Red Lobster*, 300 NLRB 908, 911 (1990)). Shipping clerk Dirr, who shipped products between the facilities, was the strongest evidence of interchange. Dirr regularly visits the Aurora foundry, picks parts from the foundry’s storage, and drives them back to the Lawrenceburg machine shop to be checked in. Lombardi also testified that the maintenance employees that are based in Aurora spend their time evenly between the facilities, but there is little detail beyond this assertion. While there is significant evidence of interchange for one shipping clerk, the record contains little other evidence of interchange among production employees and only sparse descriptions of maintenance employee interchange. Therefore, this factor weighs in favor of the petitioned-for single-facility unit.

There is no bargaining history between the parties, so there is nothing to consider on this factor.

The final factor is the distance between the facilities. The facilities are 9 miles away from each other and it takes 15 minutes to drive from one facility to the other. While the facilities are in different cities, they are close enough that the facilities share maintenance employees and a quality control manager. Therefore, I find that this factor weighs slightly against the petitioned-for single-facility unit.

Although the Lawrenceburg machine shop and Aurora foundry are a fairly short distance from each other and the Employer maintains a moderate level of central control over daily operations and labor relations, it is not enough to overcome the fact that the facilities perform different functions, employ mostly different job classifications, have different working conditions, and have minimal employee interchange. See *J&L Plate*, 310 NLRB 429, 430 (1993). The Aurora foundry has only two employees sharing a job classification with those at the Lawrenceburg machine shop, the working conditions differ significantly, and the foundry primarily performs the entirely distinct function of manufacturing castings. Therefore, the Employer has not met its burden in rebutting the presumption that the petitioned-for single-facility unit is appropriate. Having concluded that the presumed appropriateness of the single-facility unit has not been rebutted, I now analyze whether the Petitioner has petitioned for an appropriate unit.

B. Scope of the Unit

It is well established that the Petitioner is not required to seek a bargaining unit that is the only appropriate unit or even the most appropriate unit. The Act merely requires that the unit sought by the Petitioner be *an* appropriate unit. *Wheeling Island Gaming*, 355 NLRB 637, 637 fn. 2 (2010), citing *Overnite Transportation Co.*, 322 NLRB 723 (1996); *P.J. Dick Contracting, Inc.*, 290 NLRB 150 (1988). “[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 Mfg. Co.*, 147 NLRB 825, 828 (1964). “The Board’s inquiry necessarily begins with the petitioned-for unit. If that unit is

appropriate, then the inquiry into the appropriate unit ends.” *The Boeing Company*, 368 NLRB No. 67, slip op. at 3 (2019).

In *American Steel Construction, Inc.*, 372 NLRB No. 23 (2022), the Board overruled *PCC Structurals, Inc.*, 365 NLRB No. 160 (2017), and reinstated the “overwhelming” community of interest standard for determining whether a unit is appropriate. The Board begins this inquiry by considering whether “the employees in the petitioned-for unit share a community of interest (i.e., whether the unit is homogeneous); whether the petitioned-for unit is readily identifiable as a group (i.e., identifiable) based on job classifications, departments, functions, work locations, skills, or similar factors; and whether the petitioned-for unit is sufficiently distinct.” *American Steel Construction, Inc.*, 372 NLRB No. 23, slip op at 6 (2022) (internal quotations omitted). When a party contests that the smallest appropriate unit contains employees not in the petitioned-for unit, that party bears the burden of proving that there is an “overwhelming community of interest” between the petitioned-for and excluded employees. *Id.* To satisfy this burden the contesting party must make the heightened showing that the interests of the “petitioned-for and excluded employees are so similar that the Petitioner is seeking, in essence, an arbitrary segment of an otherwise appropriate unit.” *Id.* “A unit is not fractured simply because a larger unit might also be appropriate, or even more appropriate.” *Macy’s Inc.*, 361 NLRB 12, 22 (2014) (citing *Specialty Healthcare*, 357 NLRB 934, 942 (2011)). Indeed, the Board has found that while “a unit might be fractured if it is limited to the members of a classification working on a particular floor or shift,” an entire department or classification can be an appropriate unit. *Ibid.*

Prior to the decision in *American Steel Construction, Inc.*, 372 NLRB No. 23 (2022), the Board followed the *PCC Structurals, Inc.*, 365 NLRB 1696 (2017), traditional community of interest test to determine whether a petitioned-for unit is appropriate. This analysis required the Board to determine:

whether the employees are organized into separate departments; have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are functionally integrated with the Employer’s other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised.

PCC Structurals, 356 NLRB 1696, 1700, citing *United Operations, Inc.*, 338 NLRB 123 (2002).

The Board later clarified in *The Boeing Company*, 368 NLRB no. 67 (2019), that the traditional community of interest test, as articulated in *PCC Structurals*, involves a 3-step analysis:

First, the proposed unit must share an internal community of interest. Second, the interests of those within the proposed unit and the shared and distinct interests of those excluded from that unit must be comparatively analyzed and weighed. Third, consideration must be given to the Board’s decisions on appropriate units in the particular industry involved.

The Boeing Company, 368 NLRB 1696, slip op. at 3. “[T]he traditional community-of-interest standard is not satisfied if the interests shared by the petitioned-for employees are too disparate to form a community of interest within the petitioned-for unit.” *Id.*, citing *Saks & Co.*, 204 NLRB 24, 25 (1973) and *Publix Super Markets, Inc.*, 343 NLRB 1023, 1027 (2004). In step 2 of the analysis, “the Board must determine whether the employees excluded from the unit ‘have meaningfully distinct interests in the context of collective bargaining that *outweigh* similarities with unit members.’” *The Boeing Company*, 368 NLRB no. 67, slip op. at 4. “[W]hat is required is that the Board analyze the distinct and similar interests and explain why, taken as a whole, they do or do not support the appropriateness of the unit.” *Id.*

i. Application of Current Law to Facts

To begin, I must determine whether the petitioned-for employees share an internal community of interest. I must also decide whether the petitioned-for employees are readily identifiable as a group based on job classifications, departments, functions, work locations, skills, or similar factors. A petitioned-for unit is identifiable “where unit employees can ‘logically and reasonably be segregated from other employees for the purposes of collective bargaining.’” *American Steel Construction*, 372 NLRB No. 23 slip op. at 5, quoting *Champion Machine & Forging Co.*, 51 NLRB 705, 707-708 (1943). In other words, “there must be a ‘substantial, rational basis for the unit’s contours.’” *Id.*, quoting *Johnson Controls, Inc.*, 322 NLRB 669, 672 (1996).

The petitioned-for unit easily satisfies the first two elements of the *Specialty Healthcare* test. The employees in the petitioned-for unit all work at the Lawrenceburg machine shop, the petitioned-for unit includes all production employees at the machine shop, and all employees in the petitioned-for unit are supervised by Josh England. Accordingly, I conclude that the petitioned-for unit is readily identifiable as a group and shares an internal community of interest.

The third element of the *Specialty Healthcare* test requires that a petitioned-for unit cannot exclude employees “who cannot rationally be separated from the petitioned-for employees on community-of-interest grounds.” 372 NLRB No. 23 slip op. at 5. “Crucially, the Board has always made clear that the presence of *some* overlapping interests between the petitioned-for and excluded employees does not invalidate the petitioned-for unit, even if those overlapping interests indicate that a larger unit would also be appropriate for collective bargaining.” *Id.* “Instead, the excluded employees must share ‘strong,’ ‘substantial,’ ‘overwhelming,’ ‘significant,’ or extremely ‘close’ interests with the petitioned-for employees to mandate inclusion.” *Id.* (internal citations omitted). In other words, the Employer must prove “that the petitioned-for unit is ‘irrational’ and that ‘there is no legitimate basis upon which to exclude certain employees from it.’” *Id.*, quoting *Blue Man Vegas, LLC v. NLRB*, 529 F.3d 417, 421 (D.C. Cir. 2008). Since the Employer contends that the smallest appropriate unit must contain all field service technicians located at both the Lawrenceburg and Aurora facilities, Board law requires I apply the traditional community-of-interest factors “to determine whether there is an ‘overwhelming community of interest’ between the petitioned-for and excluded employees, such that there is no rational basis for the exclusion.” *American Steel Construction*, 372 NLRB No. 23 slip op. at 17.

The employees are not just organized into separate departments, the petitioned-for unit and the employees the Employer seeks to add are in entirely different facilities. Moreover, the employees have separate supervision; the petitioned-for unit is supervised by England, while the Aurora foundry employees are supervised by Clark. Though there is just one plant manager, the record evidence indicates that employees' daily interactions are almost entirely with their plant supervisor. Based on these findings, these factors weigh against finding that the Aurora production and maintenance employees share an overwhelming community of interest with the petitioned-for unit.

As discussed previously, there is minimal evidence of interchange. Even if Hunter's testimony that the Aurora polishers are sent to the Lawrenceburg machine shop when needed was credible, this would be a relatively small amount of interchange with only two employees out of the 20 the Employer seeks to add to the unit. Katzmiller testified that he, as a Lawrenceburg machinist, worked as a caster in Aurora when needed. However, he also related that this interchange was a result of him working voluntary overtime. One shipping clerk has significant interchange, though no evidence demonstrates that the other shipping clerk has any. While the maintenance employees have some interchange as well, the evidence regarding their job duties is scant. Therefore, this factor also weighs against finding an overwhelming community of interest.

As also discussed previously, the petitioned-for unit at the Lawrenceburg facility has distinct skills and training from the Aurora production and maintenance employees. The only overlap between the skills and training is the polishers, the only job classification in both the petitioned-for unit and the Aurora production and maintenance employees. The polishers in Aurora perform the same job functions as the polishers in Lawrenceburg. The polishers at the Aurora facility work under Clark while the polishers at the Lawrenceburg facility work under England. However, the polishers are only two out of 20 employees the Employer seeks to add to the unit. The casters, tooling technicians, and maintenance employees have completely different skills and training from those in the petitioned-for unit. The casters and tooling technicians work on foundry-specific processes that are not performed at the Lawrenceburg machine shop. Moreover, the maintenance employees are not production employees, and the Employer failed to provide details about their job duties. Therefore, this also weighs against finding an overwhelming community of interest.

The distinct job functions and work have been discussed thoroughly above. Casters, tooling technicians, and maintenance employees perform vastly different job duties than the employees in the petitioned-for unit. While Aurora does have two polishers, their significance is outweighed by the differences in the other job classifications the Employer seeks to add to the unit. Ultimately, the Aurora employees perform different work than the petitioned-for unit because the facilities perform fundamentally different processes for the Employer. Thus, this factor weighs against finding an overwhelming community of interest.

Similarly, because the facilities perform different functions and the employees are separately supervised, there is limited evidence of contact between employees. Outside of shipping clerk Mike Dirr, who ships items between facilities and loads and unloads parts, the record does not reflect that employees are in frequent contact with each other across facilities. Therefore, this factor weighs against finding an overwhelming community of interest.

The Aurora production and maintenance employees are functionally integrated with the petitioned-for unit. The Aurora production employees primarily manufacture castings, the majority of which are sent to the Lawrenceburg machine shop for the petitioned-for employees to machine, polish, and ship to customers. The Lawrenceburg machine shop employees rely on the Aurora foundry for a flow of products to work on. Though some castings are polished and shipped from the Aurora foundry and a small number of pre-casts do not come from Aurora, most of the products the employees in both facilities work on are part of one manufacturing process, even if the facilities provide different functions. This factor weighs in favor of finding an overwhelming community of interest.

Lastly, the employees share many terms and conditions of employment. Each facility uses the same handbook, is subject to the same bonus pool, and uses the same seniority list. Additionally, the polishers at each facility have the same starting wage. However, the work hours at the facilities are different. Aurora employees work mostly 8-hour shifts and Lawrenceburg employees work 10-hour shifts, while Lawrenceburg employees are working mostly 60-hour weeks. However, Hunter testified that the polishers in Aurora were also working 60-hour weeks. The shift differentials at the facilities are also different. The second shift differential in Aurora is \$1.50, while the second shift differential in Lawrenceburg is only \$0.75. Additionally, Aurora has a third shift with a shift differential of \$2.50. Overall, this factor weighs slightly in favor of finding a community of interest.

Reviewing the record as a whole, I find that the petitioned-for unit does not share an overwhelming community of interest with the Aurora production and maintenance employees under *American Steel Construction*, 372 NLRB No. 23 (2022). Although there is evidence of limited functional integration and certain shared terms and conditions of employment, the remaining factors weigh against finding an overwhelming community of interest. There is significant departmental demarcation because the employees work in separate facilities; the petitioned-for unit is separately supervised; the majority of the Aurora foundry employees have distinct skills, training, job functions, and perform distinct work; employee contact between the facilities is limited; and interchange is limited. I will now review the record evidence under the traditional community of interest standard.

ii. Alternative Analysis Using the Traditional Community of Interest Standard

Even under the previously controlling traditional community-of-interest test set forth in *PCC Structurals, Inc.*, 365 NLRB 1696 (2017), the petitioned-for unit is appropriate. Prior to the Board's decision in *American Steel Construction, Inc.*, 372 NLRB No. 23 (2022), *PCC Structurals* required a less demanding version of the community-of-interest test to show that the smallest appropriate unit contains employees not included in the petitioned-for unit. In *The Boeing Company*, 386 NLRB No. 67 (2019), the Board clarified the 3-step analysis of the traditional community-of-interest test. The Board considers (1) the shared interests within the petitioned-for unit, (2) the shared interests of the petitioned-for unit and the excluded employees, and (3) any industry-specific guidelines the Board has established for appropriate unit configurations. *Id.* at *1.

The first step in the traditional test is to determine whether the petitioned-for unit shares an internal community-of-interest. This is the same first step as the *American Steel* test. Having already performed this analysis under the overwhelming community-of-interest test and reaching the same conclusions, I find that the petitioned-for unit shares an internal community of interest.

The next step in the traditional test is to determine whether the petitioned-for unit shares a sufficiently distinct community of interest from the Aurora foundry production and maintenance employees. Under the traditional test, the Board considers the same factors as those used in the overwhelming community-of-interest test. See *PCC Structural Inc.*, 365 NLRB 1696, 1700 (2017) (quoting *United Operations, Inc.*, 338 NLRB 123, 123 (2002)). As I found in the overwhelming community of interest analysis, nearly every factor weighs against finding that Aurora production and maintenance employees share an overwhelming community-of-interest with the petitioned-for unit. Therefore, I find that the petitioned-for unit shares a sufficiently distinct community of interest from the Aurora production and maintenance employees.

The final step of the traditional analysis is to consider any industry-specific guidance the Board has given regarding similar units in the same industry. Specifically, *Boeing* instructs “consideration of guidelines the Board has established for specific industries with regard to appropriate unit configurations.” *The Boeing Company*, 368 NLRB No. 67, *1 (2019). In the instant case, there is no such industry-specific guidance. Accordingly, I find that this step neither favors nor disfavors finding that the petitioned-for unit shares a community-of-interest with the Aurora production and maintenance employees. Further, considering each step of the traditional community of interest test, I conclude that the petitioned-for unit does not share a community-of-interest with the Aurora production and maintenance employees and that the petitioned-for unit would be found appropriate under either community of interest framework.

Conclusion

I find that under either the overwhelming community-of-interest test or the traditional community-of-interest test, the majority of factors weigh against finding that the Aurora production and maintenance employees share a community of interest with the petitioned-for unit. Accordingly, I find the petitioned-for unit to be a unit appropriate for the purposes of collective bargaining, and I direct an election for the petitioned-for employees.

IV. CONCLUSIONS AND FINDINGS

Based upon the foregoing, the parties’ stipulations, and the entire record in this matter, 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 an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case. ^{3/}
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act.
4. The parties stipulated, and I find, that there is no collective-bargaining history between the parties with regard to the employees in the appropriate unit described below, and there is no contract bar or other bar to an election in this matter.
5. 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.
6. 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:

All full-time and regular part-time production employees, consisting of Machinists, Polishers, and Shipping Leads and Shipping Clerks employees employed by the Employer at its 434 Margaret Street, Lawrenceburg, Indiana facility; excluding all other employees, office clerical employees, confidential employees, temporary employees, professional employees, and guards 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 BROTHERHOOD OF TEAMSTERS (IBT), LOCAL 135**.

A. Election Details

The date, time, and place of election will be specified in the Notice of Election that will be issued subsequent to this Decision and after consultation with the parties.

^{3/} The parties stipulated that the Employer, a corporation, with headquarters located in Lawrenceburg, Indiana, operates a facility located at 434 Margaret Street, Lawrenceburg, Indiana 47025, is engaged in the manufacturing of permanent mold casting and other related products. During the past 12 months, a representative period, the Employer derived gross revenues in excess of \$1 million. During the same time period, the Employer purchased and received goods and materials valued in excess of \$50,000 at its facility in Lawrenceburg, Indiana, directly from points outside the State of Indiana.

B. Voter Eligibility

Eligible to vote are those in the unit who were employed during the **payroll period ending October 24, 2026**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

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 for eligibility, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) employees engaged in a strike who have been discharged for cause since the commencement thereof 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, 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 **October 29, 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.** ^{4/}

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.

^{4/} The Petitioner had agreed at hearing to waive "whatever's necessary" of its ten days with the voter list to garner its initially requested election date. Since the requested election date has passed, it will be considered that the Petitioner has not waived any of the 10 days.

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, which will be issued to the parties after the Election Details are set, 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 non-distribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

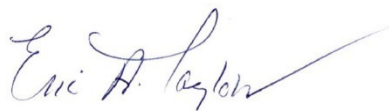
Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from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

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.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 Acting 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. If a request for review of a pre-election decision and direction of election is filed within 10 business days after issuance of the decision and if the Board has not already ruled on the request and therefore the issue under review remains unresolved, all ballots will be impounded. Nonetheless, parties retain the right to file a request for review at any subsequent time until 10 business days following final disposition of the proceeding, but without automatic impoundment of ballots.

DATED in Cincinnati, Ohio on this 27th day of October 2026.

A handwritten signature in blue ink, reading "Eric A. Taylor". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Eric A. Taylor, Regional Director
Region 9, National Labor Relations Board
Room 3-111, John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271