UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 3

PARAGON SYSTEMS, INC.

Employer

and **Case 03-RC-336208**

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

Petitioner

and

UNITED FEDERATION OF SPECIAL POLICE AND SECURITY OFFICERS, INC. AFFILIATED WITH UNITED FEDERATION/LEOS-PBA

Intervenor

DECISION AND ORDER TO DISMISS PETITION

I. BACKGROUND

On February 21, 2024, International Union Security Police and Fire Professionals of America (SPFPA or the Petitioner) filed the petition in this case seeking to represent the following unit (the petitioned-for Unit) of approximately 232 employees at Paragon Systems, Inc. (Paragon):

> All employees performing guard duties as defined in Section 9(b)(3) of the National Labor Relations Act employed by Paragon Systems at federal facilities in the State of New York under contract number 70RFP120DE2000002; excluding office clerical employees and professional employees and supervisors as defined in the Act.

When the Petitioner filed the petition, Paragon held contract number 70-RFP-120-DE-2000002 (the Federal Contract), under which Paragon provided security services at various federal buildings, including several throughout upstate New York. It was pursuant to the Federal Contract that the petitioned-for Unit employees worked for Paragon.

Thereafter, the United Federation of Special Police and Security Officers, Inc. affiliated with United Federation/LEOS-PBA (the Intervenor)—who already represented the employees in the petitioned-for Unit—raised the argument that the petition should be dismissed under the contract-bar doctrine. Specifically, the Intervenor argued that its March 15, 2021, to June 15, 2024, collective-bargaining agreement (the 2021 CBA) with Paragon should serve as a bar because the petition was not filed within the December 16, 2023, to January 14, 2024, window. On March 15, 2024, I issued a Decision and Order to Dismiss Petition on that basis.

The Petitioner filed a Request for Review of that Decision, arguing that there was no contract bar because not all necessary parties signed the 2021 CBA. Specifically, the CBA's cover page listed it as being between Paragon, the Intervenor, and the Intervenor's Local 618. However, there is no signature on the signature page from anybody explicitly designated as Local 618's representative.

On February 9, 2026, the Board issued an Order reinstating the petition and remanding it to me to hold a hearing and determine whether the Intervenor met its burden of establishing that all necessary parties signed the 2021 CBA, which thus would provide the basis for the contract bar and dismissal of the petition for untimeliness.

Meanwhile, as of January 23, 2026, Paragon ceased being the employer of the bargaining-unit employees. At that point, First Coast Securities (First Coast) took over as a subcontractor to Paragon, expecting that it would win the subsequent bid for the Federal Contract. Instead, Allied Universal Security Services (Allied) won the Federal Contract and, on July 1, 2026, it took over operations from First Coast.

On July 29, 2026, in light of the Board's February 9 Order, I issued an Order Directing Hearing on Remand.[1] The Hearing occurred on August 19, 20, 21, and 27, 2026.[2] Paragon and First Coast did not have representatives present at the Hearing.

At the Hearing, given the changes in employer, the Petitioner moved to amend the petition with respect to the name of the employer and the description of the bargaining unit. No ruling was made with respect to the motion at the Hearing.[3]

Below, I will first address whether to grant the Petitioner's motion to amend. This will require analyzing whether successorships occurred, first between Paragon and First Coast and then between First Coast and Allied. For the reasons expressed herein, I will deny the Petitioner's motion to amend the petition with respect to the name of the employer. As a result, the petition is moot because the named employer no longer employs the employees in question. I will therefore dismiss the petition on that basis.

However, in the interest of thoroughness, I will also address the question of whether all necessary parties signed the 2021 CBA. In doing that analysis, I will conclude that, while Local 618 is a labor organization, its signature on the 2021 CBA was not required because the Intervenor lawfully signed on Local 618's behalf. Therefore—even assuming that successorship had occurred

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[1] Also, on April 22, I issued a Notice To Show Cause "as to why I should not dismiss the instant petition as not presenting a question concerning representation, in accordance with the Board law." The Petitioner and the Intervenor timely filed their responses on May 6.

[2] At the Hearing, the Petitioner's February 28, 2024, motion in limine seeking to bar and exclude from the record parol and other extrinsic evidence regarding whether a contract bar exists here was denied; the Intervenor's February 23, 2024, motion to intervene was granted; and Allied's August 18, 2026, petition to revoke subpoenas and the Intervenor's August 18, 2026, motion to quash subpoenas were resolved. I had previously denied Allied's August 17 petition to revoke.

[3] The Petitioner also argued at the Hearing that discrepancies regarding the effective and termination dates of the 2021 CBA defeat any contract bar argument. However, this issue was thoroughly addressed in the March 15, 2024, Decision and Order to Dismiss Petition. The Petitioner did not raise the issue in its Request for Review. Nor did the Board reinstate and remand the petition on that basis. Therefore, the Petitioner has waived that argument. *See, e.g.*, *The Wang Theatre, Inc.*, 368 NLRB No. 107, slip op. at *3 (2019) (holding respondent waived an argument by not preserving it).

first between Paragon and First Coast and then between First Coast and Allied—I would dismiss the petition as untimely because the 2021 CBA serves as a contract bar.

In summary, for the reasons explained herein, I will dismiss the petition on the grounds that it names the wrong employer, which cannot be remedied by amendment since the necessary successorships did not occur. In the alternative, I will dismiss the petition under the contract-bar doctrine.

II. THE PETITIONER'S MOTION TO AMEND AND SUCCESSORSHIP

As noted above, the Petitioner has a pending motion to amend its petition with respect to the name of the employer and the description of the bargaining unit. Whether I permit the Petitioner to amend the petition with respect to the name of the employer turns on whether successorship occurred here. For the reasons explained below, I find that the Petitioner did not meet its burden in showing that the successorships occurred.

A. Legal standard

"The basic rules of labor-law successorship, as developed by the Supreme Court and by the Board, are well established." *UGL-UNICCO Service Co.*, 357 NLRB 801, 802 (2011). For successorship to exist, two requirements must be met: first, the majority of the new company's employees must have been employed by the predecessor; and second, there must be "substantial continuity" between the new and old employers' business operations. *Id.*

In determining whether the second requirement is met, the Board looks at numerous factors, including: "whether the business of both employers is essentially the same; whether the employees of the new company are doing the same jobs in the same working conditions under the same supervisors; and whether the new entity has the same production process, produces the same products, and basically has the same body of customers." *Fall River Dyeing & Finishing Corp. v. NLRB*, 482 U.S. 27, 43 (1987). "In conducting the analysis, the Board keeps in mind the question whether 'those employees who have been retained will understandably view their job situations as essentially unaltered.'" *Id.* (quoting *Golden State Bottling Co.*, 414 U.S. 168, 184 (1973)).

The burden of proving that successorship occurred is on the party who is arguing that it has, which is the Petitioner in this case.

B. Relevant facts

On February 28, 2024, Paragon and the Intervenor agreed to a new collective bargaining agreement, which was effective from March 14, 2024, through March 13, 2027 (the 2024 CBA). In late 2025, Paragon and First Coast entered into an asset purchase agreement whereby First Coast acquired all of the assets then being utilized by Paragon to perform on various contracts, including the Federal Contract. Paragon and First Coast's ultimate goal was for First Coast to replace Paragon on the Federal Contract via a novation.

Before the novation occurred, First Coast entered into a subcontract with Paragon, pending the novation. On January 23, 2026, First Coast began performing on the Federal Contract pursuant to the subcontract with Paragon.

The evidence is clear that, when it took over operations, First Coast recognized the Intervenor as the bargaining representative and bargained with the Intervenor. First Coast operated all of the same facilities that Paragon had operated, and there were no "substantial changes to the business operations between Paragon and First Coast." The service provided did not change in any substantial way when First Coast took over. Later, in April 2026, First Coast and the Intervenor

agreed to a collective bargaining agreement that was effective from January 23, 2026, through January 23, 2029 (the 2026 CBA). That CBA covered "only those security officers employed under [the Federal Contract] with the Department of Homeland Security, Federal Protective Service." The wages, hours, and other conditions of employment were "substantially the same" under this CBA as under the 2024 CBA with Paragon. There was "no noticeable change" to working conditions when First Coast took over for Paragon as the employer.

However, the Petitioner's evidence was much weaker with respect to how many Paragon employees First Coast hired after it took over. Intervenor President Charles Strebeck, the sole fact witness to testify at the hearing, generally testified that there was no change in the composition of the bargaining unit or the number of facilities at issue. He testified that, to the best of his recollection, there were approximately 230 employees in the bargaining unit from 2021 through First Coast's involvement. He stated that all of those employees had the title of protective security officer. He expressed uncertainty with respect to how many supervisors First Coast hired from Paragon, but knew that it had hired "some of the supervisors." When asked by the Hearing Officer is First Coast employed "the same employees primarily, the majority perhaps, in the same jobs and with the similar working conditions" as Paragon, Strebeck responded, "Yes."[4] He also testified that, "[a]s far as [he] know[s]," First Coast retained the employees who worked for Paragon. However, the foundation for this belief was never established. Strebeck never explained that, for instance, he had seen the list of employees hired by First Coast and compared it to a list of employees employed by Paragon. Crucially, the Petitioner did not elicit testimony from any other witnesses or introduce any exhibits that supported this vital assertion. Instead, the only evidence in support of the Petitioner's argument here was Strebeck's tepid testimony, whose foundation was woefully underdeveloped and which no other evidence corroborated.

Meanwhile, sometime between January and June 2026, the Federal Contract went out for re-bid; First Coast submitted a bid, while Paragon did not. However, Allied also submitted a bid and was ultimately awarded the subsequent Federal Contract. On July 1, 2026, Allied took over operations from First Coast.

Allied recognized the Intervenor as the collective bargaining representative. On July 28, 2026, Allied and the Intervenor executed an Assumption Agreement, by which Allied assumed the 2026 CBA that First Coast and the Intervenor had previously negotiated. The Assumption Agreement made several changes to the 2026 CBA, which included three "substantial" changes: paying health and welfare benefits in cash rather than putting those funds into a 401(k) or providing health benefits directly; paying vacation time at the current hourly rate rather than the accrued hourly rate; and an 8% wage increase. However, it did not change the working conditions for the employees. Allied operated all of the same facilities that First Coast had operated. The business operation did not change substantially.

Once again, the Petitioner's evidence regarding how many former First Coast employees Allied hired is unconvincing. Intervenor President Strebeck's testimony about the First Class-Allied transition largely mirrored his testimony about the Paragon-First Class transition. He stated generally that there was no change in the composition of the bargaining unit or the number of facilities at issue and that the same number of employees worked for both companies with the

[4] Strebeck also testified that he "believe[d]" that First Coast "retain[ed] a majority in the Unions." My understanding of this testimony was that the Intervenor enjoyed majority support after First Coast took over, not that a majority of First Coast's hires had worked for Paragon. Even if Strebeck intended the latter interpretation with this line of testimony, the same issues remain regarding the lack of evidence in support of that assertion.

same title. He admitted that he did not know if Allied hired *all* of the employees from First Coast, but testified that he was "fairly sure" that Allied hired "the vast majority." Strebeck believed that Allied hired primarily "the same employees . . . in the same jobs and with . . . similar working conditions." He concededly did not know how many supervisors Allied carried over from First Coast. But, as with his earlier testimony about First Coast, there is virtually no evidence explaining how Strebeck reached the conclusion that Allied hired a majority of its workers from First Coast. He testified that Allied did not tell him that directly. When asked to explain why he was "fairly sure that the vast majority of" First Coast workers were hired by Allied, Strebeck stated, "Well, I'm aware of several employees who were not hired. Actually, not that they were not hired, but they actually decided not to work for Allied Universal and left the contract." That answer is not responsive and does not provide a foundation for his crucial conclusion. And, as above, the Petitioner did not introduce any other testimony or exhibits to corroborate Strebeck's testimony.[5]

C. Analysis

I find that the Petitioner did not meet its burden in proving that successorship occurred between Paragon and First Coast and between First Coast and Allied.

1. First Coast was not a successor to Paragon

The Petitioner failed to meet its burden of proving the first *UGL-UNICCO* element: that a majority of First Coast employees were hired by Allied. As discussed above, the only evidence on this topic came via Intervenor President Strebeck's testimony, which was generally vague and unsupported by other evidence. Plainly put, the Petitioner did not satisfy its burden with respect to this element. On that basis alone, I am bound to find that there was no successorship between Paragon and First Coast.

2. Allied was not a successor to First Coast

Since there was no successorship between Paragon and First Coast, it is not necessary to determine whether there was between First Coast and Allied. Nevertheless, in the interest of being thorough, I find that Allied was not a successor to First Coast. Once again, this is due to the Petitioner's failure to meet its burden of proving that a majority of Allied employees had worked for First Coast. At risk of repeating myself, Intervenor President Strebeck's testimony on this question was vague and unsupported by other evidence. Therefore, the Petitioner did not meet its burden.

D. Conclusion

For the reasons outlined above, I find that First Coast was not a successor to Paragon and Allied was not a successor to First Coast. Therefore, I deny the Petitioner's motion to amend. On

[5] It is important to note that Strebeck works for the Intervenor, which stands to benefit from a finding that successorships did not occur. Therefore, an argument could be made that, because his testimony on this topic is against the interests of the Intervenor (that is, it facially supports a finding that successorships occurred), it is inherently credible. But I am not rejecting the Petitioner's argument due to credibility or lack thereof. Rather, I am rejecting the Petitioner's argument because his testimony about these issues lacks any clear foundation, and the Petitioner failed to support its argument with any other evidence. Therefore, the Petitioner did not meet its burden.

that basis alone, I dismiss the petition because it names an employer that no longer employs the employees the Petitioner seeks to represent.

III. CONTRACT BAR

The Intervenor argues that the 2021 CBA serves as a contract bar here. Given that I am denying the Petitioner's motion to amend, I do not need to rule on whether there is a valid contract bar in this matter. However, in the interest of thoroughness, I will rule, in the alternative, that the 2021 CBA is a valid contract bar. As such, even if I did not dismiss the petition based on the motion to amend analysis, I would nevertheless dismiss the petition on contract bar grounds.

The Petitioner argues that the 2021 CBA is not a contract bar because not all necessary parties signed it. Specifically, the Petitioner argues that Local 618 was a party to the 2021 CBA but did not sign it, rendering the CBA invalid.

As the Board laid out in its Order remanding this petition, there is a multi-step analysis to determining whether the 2021 CBA is a contract bar. First, I must decide whether Local 618 is a labor organization under Section 2(5) of the Act. If it is not, then its signature is not required, and the 2021 CBA is a valid contract bar. Conversely, if Local 618 is a labor organization, I must make a second determination: whether Local 618 is a joint representative (with the Intervenor), a separate coparty to the 2021 CBA, or neither. If it is neither, then Local 618's signature is not required, and the 2021 CBA is a valid contract bar. If Local 618 and the Intervenor are a joint representative or Local 618 is a separate coparty, then I must make a third determination: whether any valid exceptions apply to the general rule that a joint representative or separate coparty must sign a CBA for the CBA to be effective.

Ultimately, I will conclude the following: Local 618 is a labor organization under Section 2(5) of the Act; Local 618 is joint representative with the Intervenor; Local 618's signature was not required on the 2021 CBA; and, therefore, the 2021 CBA is a valid contract that serves as a bar to the Petitioner's petition. I would dismiss this petition on those grounds, independent of my decision on the Petitioner's motion to amend.

A. Local 618 is a labor organization

First, I will conclude that Local 618 is a labor organization. As with all of the arguments in this section, the Intervenor bears the burden of proof since it is the party asserting that the 2021 CBA is a bar to an election. *SSM Health Saint Louis University Hospital*, 375 NLRB No. 26, slip op. at *2 (2026) ("It is well settled that the party asserting that a contract is a bar to an election bears the burden of proving the facts establishing the applicability of the contract-bar doctrine.").

1. Legal standard

Section 2(5) of the Act defines a "labor organization" as follows:

> The term "labor organization" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Put another way, any organization, agency, or employee representation committee or plan qualifies as a labor organization under the Act "if (1) employees participate, (2) the organization exists, at least in part, for the purpose of 'dealing with' employers, and (3) these dealings concern 'conditions of work' or concern other statutory subjects, such as grievances, labor disputes, wages,

rates of pay, or hours of employment." *Electromation, Inc.*, 309 NLRB 990, 994 (1992). "Any group, including an employee representation committee, may meet the statutory definition of 'labor organization' even if it lacks a formal structure, has no elected officers, constitution or bylaws, does not meet regularly, and does not require the payment of initiation fees or dues." *Id.* (citing *Fire Alert Co.*, 182 NLRB 910, 912 n.12 (1970)).

The term "dealing with" in Section 2(5) "is broader than the term 'collective bargaining' and applies to situations that do not contemplate the negotiation of a collective-bargaining agreement." *Id.* at 995 (citing *NLRB v. Cabot Carbon Co.*, 360 U.S. 203 (1959)).

2. Relevant facts

Intervenor President Strebeck repeatedly testified that Local 618 "doesn't exist." Rather, the Intervenor used to use "local" numbers "simply [to] designate[] a unit number"—a practice it no longer employs. Nevertheless, Local 618 has shop stewards, which are elected by the members. The shop stewards had various responsibilities, including being a part of the bargaining committee for the 2021 CBA. Shop stewards were generally responsible for "ensur[ing] that the contract is being adhered to by the company and . . . represent[ing] a specific member if there's a specific issue that needs to be dealt with on a local basis." Intervenor President Strebeck, incidentally mirroring the Section 2(5) language, testified that Local 618 shop stewards "deal with" the employer by representing members "at the first level of the grievance."[6]

3. Analysis

Based on the above facts, it is clear that the Intervenor did not meet its burden of proving that Local 618 is not a labor organization under Section 2(5) of the Act. Local 618 is indisputably an "organization of any kind." Employees participate in it, including by electing shop stewards and notifying shop stewards of potential grievances. Local 618 "deals with" the Employer, as Intervenor President Strebeck himself testified. And those dealings with the Employer clearly concern conditions of work or other statutory subjects, including grievances. Therefore, each of the elements required under Section 2(5) are met, and Local 618 is a labor organization.

4. Conclusion

For the reasons stated above, Local 618 is a labor organization within the meaning of Section 2(5) of the Act.

B. Local 618 and the Intervenor are a joint representative, so only one signature is required

Having concluded that Local 618 is a labor organization, the next issue to resolve is whether Local 618 is a joint representative (with the Intervenor), a separate coparty, or neither. For the reasons expressed below, I find that Local 618 and the Intervenor are a joint representative with respect to the 2021 CBA. As a result, both parties were not required to sign the 2021 CBA for it to be effective.

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[6] I also note that Local 618 has been a charged party in at least one unfair labor practice charge filed with the Board. I do not give this fact much weight, however, since a mere charge form does nothing to show that a party was properly named or that it meets the statutory definition of a labor organization merely because it was named as a charged party.

1. Legal standard

Generally speaking, joint representative status requires the unions in question to be jointly certified. *See Crothall Hospital Services*, 270 NLRB 1420, 1423 n.17 (1984). However, the Board has found unions to be joint representatives even without explicit evidence of joint certification. For instance, in *Adobe Walls, Inc.*, the Board affirmed an Administrative Law Judge's decision that held two local unions to be a joint representative because the relevant CBAs defined the "Union" as including both of the local unions. 305 NLRB 25, 27 (1991). This alone meant that the respondent had "consented to recognize the two local unions as joint representatives and the signature of one of the two locals acting on the behalf of the joint representative was all that was required to bind the two locals to the contract." *Id.* (citing *Crothall*, 270 NLRB at 1423 n.17). In that case, the ALJ bolstered its conclusion by noting that the respondent itself had listed both unions as recognized agents in its RM petition. *Id.* While this detail shows the respondent's recognition of the unions as a joint representative, it does not establish that the unions were, in fact, jointly certified.

A joint representative "constitutes a single party." *Crothall*, 270 NLRB at 1423 n.17 (citing *Pharmaseal Laboratories*, 199 NLRB 324 (1972)). "Therefore, the signature of one of the two [unions] acting on behalf of the joint representative [is] all that [is] required to bind the two [unions] to the contract." *Id.* Put another way, where multiple labor organizations are a joint representative, only one of them needs to sign a CBA for the CBA to be effective.

Conversely, if a "third-party union" is "voluntarily added by the employers and the certified unions as coparties to their respective contracts," then, generally speaking, that third-party union's signature is required. *See id.* For instance, in *H.W. Rickel & Co.*, the recognition clause of the CBA identified the local union as the employees' exclusive bargaining agent, while the preamble stated that the CBA was between the employer, the local union, and the international union. 105 NLRB 679, 680 (1953). The international, which had no role in the contract negotiations, did not sign the CBA. *See id.* But, because it was a separate named party to the contract, the Board held that the international's failure to sign the CBA rendered the contract ineffective as a bar. *Id.* at 681.

2. Relevant facts

Here, there is no evidence that the Intervenor's initial petition before the Board included Local 618 or that the Board certification itself jointly certified Local 618 and Intervenor. The 2021 CBA's cover page describes it as an agreement between Paragon, the Intervenor, "[a]nd its Local 618." The first paragraph of the CBA defines "Company" as Paragon and "Union" as the Intervenor "and its Local 618." Section 1.2 of the CBA states:

> The Company recognizes the Union, as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for the employees of the Company as described in Section 1.1 of this Article and in accordance with the National Labor Relations Act, as amended.

Representatives from the Intervenor and Local 618 were involved in contract negotiations. Representatives from Paragon and the Intervenor, but not Local 618, signed the 2021 CBA.

3. Analysis

The facts of this case most closely resemble the facts of *Adobe Walls*. In that case like in this one, there was no evidence establishing that the two labor organizations had been jointly

certified by the Board. Likewise, in both cases, the CBAs defined the term "Union" as inclusive of both of the labor organizations in question. And in both cases, only one of the two labor organizations signed the CBA in question. On those facts, the Board affirmed that the employer in *Adobe Walls* had "consented to recognize the two local unions as joint representatives." *Adobe Walls*, 305 NLRB 25, 27 (1991). Therefore, "the signature of one of the two locals acting on behalf of the joint representative was all that was required to bind the two locals to the contract," and the contract was a bar to an election. *Id.*

Here, the facts mandate the same conclusion. Paragon's conduct in defining the Union as *both* the Intervenor and Local 618 meant that Paragon had "consented to recognize the two [labor organizations] as joint representatives." As such, the Intervenor and Local 618 are a joint representative, and only one of their signatures was required for the 2021 CBA to be effective.

Moreover, the facts of this case are distinguishable from cases like *H.W. Rickel* where the Board found a labor organization to be a separate coparty. In *H.W. Rickel*, the recognition clause named only the local union, and not the non-signatory international union, as the employees' exclusive bargaining agent. 105 NLRB 679, 680 (1953). Also, in *H.W. Rickel*, the non-signatory international union "played no role whatsoever in the contract negotiations." *Id.* In this case, as noted above, the recognition clause listed "the Union," which the CBA defined as both the Intervenor and Local 618, as the exclusive representative. Additionally, Local 618 representatives partook in the contract negotiations. These distinctions illustrate that Local 618, unlike the international union in *H.W. Rickel*, was more than a third-party that Paragon and the Intervenor had merely "voluntarily added" to the CBA; rather, Local 618 was part and parcel with the Intervenor for the purposes of negotiating and executing the 2021 CBA.

Therefore, the evidence adduced at the hearing establishes that Local 618 and the Intervenor were a joint representative with respect to the 2021 CBA, as opposed to Local 618 being a separate co-party. As such, the signature of the Intervenor, acting on behalf of the joint representative, "was all that was required to bind" it and Local 618 to the 2021 CBA. *Adobe Walls*, 305 NLRB at 27.

4. Conclusion

Based on the above, Local 618 and the Intervenor were a joint representative for the purposes of negotiating and executing the 2021 CBA. The Intervenor therefore had the authority to sign on behalf of both parties, and Local 618's signature was not required for the CBA to be effective.

C. The 2021 CBA is a valid contract bar

In summary, the Intervenor has met its burden of proving that the 2021 CBA serves as a valid bar to the Petitioner's petition. This conclusion is based on the legal determinations that Local 618 is a labor organization under Section 2(5) of the Act, and that Local 618 and the Intervenor were a joint representative with respect to the 2021 CBA. As such, only the Intervenor's signature was required to make the 2021 CBA effective. Since the Intervenor (and Paragon) did, in fact, execute the 2021 CBA, it is a valid contract bar. This determination provides a separate and independent basis for dismissing the Petitioner's petition.

IV. CONCLUSION AND ORDER

Based on the above, the petition is moot insofar as it names the wrong employer, a malady that cannot be resolved by amendment because the Petitioner failed to prove that the necessary

successorships occurred. In the alternative, the petition is untimely filed based on the Board's contract-bar doctrine. Thus,

IT IS HEREBY ORDERED that the petition in this matter is dismissed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.71 of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

Procedures for Filing Request for Review: Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site (www.nlrb.gov), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must comply with the formatting requirements set forth in Section 102.67(i)(1) of the Board's Rules and Regulations. Detailed instructions for using the NLRB's E-Filing system can be found in the E-Filing System User Guide.

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time) on December 10, 2026**, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website **is accomplished by no later than 11:59 p.m. Eastern Time on December 9, 2026**.

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was offline or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which must also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Any party may, within 5 business days after the last day on which the request for review must be filed, file with the Board a statement in opposition to the request for review. An opposition must be filed with the Board in Washington, DC, and a copy filed with the Regional Direction and copies served on all the other parties. The opposition must comply with the formatting requirements set forth in §102.67(i)(1). Requests for an extension of time within which to file the opposition shall be filed pursuant to §102.2(c) with the Board in Washington, DC, and a certificate of service shall accompany the requests. The Board may grant or deny the request for review without awaiting a statement in opposition. No reply to the opposition may be filed except upon special leave of the Board.

Dated: November 25, 2026

/s/ Linda M. Leslie

Linda M. Leslie
Regional Director
National Labor Relations Board, Region 3
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