PCC AIRFOILS, LLC

Employer

and

IUE-CWA, THE INDUSTRIAL DIVISION OF
THE COMMUNICATION WORKERS OF AMERICA,
AFL-CIO, CLC

Petitioner

DECISION AND DIRECTION OF ELECTION

The Petitioner seeks to represent a unit of hourly and salaried non-exempt production and maintenance employees employed by the Employer at its Wickliffe, Ohio facility. The petitioned-for unit includes approximately 186 employees. The Employer contends that an appropriate unit must also include approximately 39 hourly and salaried non-exempt employees who work primarily at its Eastlake, Ohio plant.

A hearing officer of the Board held a hearing in this matter and the parties subsequently filed briefs with me. As explained below, I find that the Employer has not sustained its burden of demonstrating that the petitioned-for unit must include employees employed at its Eastlake facility. I find that a unit limited to the Employer’s Wickliffe, Ohio facility is an appropriate unit for collective bargaining purposes, and I am directing an election for this unit. 1

I. The Employer’s Operations

The Employer manufactures castings for jet engines used in military and commercial aircraft. It consists of multiple business units that operate out of various sites in the United States, Mexico, and the United Kingdom. One of the Employer’s business units is Sherwood Metal Products (“SMP”). SMP produces turbine blades and vanes for aircraft. (Tr. 48, 85-86, 92.) 2

1 The parties initially disagreed over the inclusion of various job classifications in the bargaining unit, but subsequently stipulated that any unit found appropriate should include the following classifications of employees employed at the Wickliffe facility: alloy technician, autoclave operator, clean & cap operator, core inspector, dedicated wax wall operator, dip utility, foundry furnace helper, frontend technician, grain etch operator, grain/laue inspector, knock-out/cut-off operator, laue inspector, layout technician, maintenance helper, maintenance technician, met lab technician, revert technician, rework technician, robot operator, rough clean department trainer, rough clean technician, sandblaster, shipping/receiving clerk, senior grain reader, senior met lab technician III, senior water jet operator, sub-assembler, tooling technician, vacuum cast technician, vacuum cast technician I, vacuum cast technician II, washout operator, water blast operator, wax assembler, wax auditor, wax dresser, wax injector, wax technician, and working leads. The only remaining issue is the inclusion of the employees at the Eastlake facility.

2 Record citations are to the transcript (“Tr.”), the Employer’s exhibits (“EX”), and the Board exhibits (“BX”) from the hearing.
The SMP business unit includes three facilities in northeast Ohio—Wickliffe, Eastlake, and the Equiax Casting Facility (“ECF”). (Tr. 86.) The Wickliffe and Eastlake plants are four and a half miles apart. (Tr. 89.) ECF, also in Wickliffe, is located less than a mile away from the Wickliffe facility. (Tr. 89.) However, no employees are assigned primarily to the ECF building. Rather, employees who perform work at ECF are assigned primarily to the Wickliffe facility. (Tr. 86-89, 400-401.)

Before 1997, the entire production process occurred at Wickliffe. However, due to increased business demands, the Employer added the Eastlake facility. The Wickliffe facility was landlocked by other businesses and railroad tracks. Thus, the Employer was forced to open a new facility in Eastlake. (Tr. 49, 656.)

The first stage of the SMP process is the front-end process, also referred to as the wax process. The Wickliffe facility receives ceramic cores manufactured by one of the Employer’s other business units that are inspected by a core inspector. Next, wax injectors operate machines that inject the acceptable cores with wax to form patterns, which are assembled into molds. The patterns are inspected by a dedicated wax wall operator. The wax injection department also includes a tooling technician who inspects and sets up dies used in the wax injection process. After the patterns are inspected, they move to the wax assembly department where they are prepared or “dressed” and then assembled onto mold clusters. Mold clusters can range anywhere from two to fifty-two pieces, depending on the size of the part. There are various classifications involved in the wax assembly process. A wax dresser dresses the wax patterns for assembly. A wax technician provides materials and tools in the wax assembly area. Wax auditors audit the wax dress process to ensure it conforms with procedure. Wax assemblers place the wax parts onto the mold clusters. A sub-assembler puts the pre-made assemblies together and the front-end technician performs troubleshooting and provides technical support. The entire front-end process occurs at the Wickliffe facility. (Tr. 388-396, 401, 518-518, EX 34.)

Next is the investment casting or middle-area process, where the molds are dipped into a ceramic slurry to form shells and molten alloy is poured into the shells to form castings. Employees classified as dip utilities prepare the slurries in the dip room. Then robot operators operate machinery that dips the molds into the slurry. The mold clusters move from the dip department to the clean and cap department, where clean and cap operators clean and prepare the molds for casting. There are three different casting lines involved in the SMP operation; two of the lines are cast in the foundry at the Wickliffe facility and the third is at ECF. Vacuum cast technicians operate the casting equipment at the Wickliffe facility and at ECF to create the metal molds. There are also foundry furnace helpers who assist with the casting process at the Wickliffe facility. After the casting process is completed at ECF, the molds are returned to the Wickliffe facility. The shipping and receiving employees move the molds back and forth between the Wickliffe and ECF facilities. The middle area process takes place at the Wickliffe and ECF facilities. (Tr. 396-402, EX 34.)

The product then enters the back-end process. The first part of the back-end process is rough clean, where the ceramic shells are removed and the castings are cleaned for further processing. (Tr. 402.) There are numerous classifications involved in the rough clean process at
the Wickliffe facility. An autoclave operator operates autoclave machines, which apply a high pressure chemical bath to remove the ceramic cores from the castings, and then a washout operator washes out the product following the autoclave process. Knock-out/cut-off operators and rough clean technicians remove the ceramic shell from the molds using various techniques and tools. A sandblaster cleans parts using sandblasting equipment. Senior water jet operators operate jet machines to remove the rough gating from the castings, while water blast operators operate water blast equipment to remove shell from the castings. Before moving to finishing, the grains of the metal are inspected at the Wickliffe facility to ensure that they comply with customer specifications. Grain etch operators prepare the parts for inspection. Grain/laue inspectors, laue inspectors, and a senior grain reader inspect and examine the grains using tools and machines, including a laue machine that shoots an X-ray into the unit to evaluate the grain. The rework technician determines whether nonconforming parts can be reintroduced into the operation. (Tr. 402-411, 515, 517, 604, 654, EX 34.)

Turbine blades are rough cleaned entirely at the Wickliffe facility. However, the vanes travel to the Eastlake facility part way through the rough clean process for specialized cutting by CNC operators and a CNC/snag operator, then return to Wickliffe to conclude rough clean. Vanes are transported between facilities by trucks, which are loaded and unloaded by shipping and receiving clerks. (Tr. 407-408.)

Following rough clean, shipping/receiving clerks at the Wickliffe facility load the product onto trucks for transport to the Eastlake facility for finishing and inspection. Employees in the finishing department clean and cut excess materials from the parts. A sandblaster operates sandblasting equipment to clean the parts. CNC operators and a CNC/snag operator cut the castings using programmed machinery. A robot operator then operates a machine that actually completes the finishing process. A gage control technician uses gages to measure the castings. In preparation for the parts moving to the inspection department, a finishing operative performs final finishing and touch-up work on the castings. Then, CMM helpers load the castings into a CMM machine and start the inspection sequence. Visual inspectors visually inspect the castings for defects, while wall operators perform inspections using ultrasonic inspection tools.

After the finishing process is complete, the castings move to the inspection department located at the Eastlake facility for final inspection. Employees working as dimensional inspectors process castings through gages to determine if they conform to quality engineering instructions. FPI operators then process castings through a penetrant tank and examine them under black lights to determine if they conform to instruction. X-ray operators inspect x-ray film, looking for nonconformance. Finally, a dot maker operates a machine that engraves a serial number on each casting. At the conclusion of that process, the product is packaged by the shipping and receiving employees at the Eastlake facility and shipped to customers. (Tr. 411-416, 425-26, 435, 643-650, EX 34.)

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3 CNC stands for computer numeric control. (Tr. 407.)
4 CMM stands for coordinate measuring machine. (Tr. 414, 641.)
5 FPI stands for fluorescent penetrant inspection. (Tr. 414)
The quality operations include the layout department, the met services department, and the quality control department. The layout technicians use instruments to take measurements to ensure compliance with customer requirements and blueprints. The met labor technician and senior met lab technicians test specimens to determine whether heat treat requirements are satisfied. Alloy control technicians coordinate the reintroduction of remelted alloy steel back into the process. A revert technician consolidates rework product and separates it by alloy type, and then coordinates all rework product. The layout technicians, the met labor technician, senior met lab technicians, alloy control technicians, and revert technician work at the Wickliffe facility. On the other hand, employees in the quality control department, including the MRB salvage technician and a quality technician, work primarily at the Eastlake operation and perform quality checks on the product. If product is found to be non-conforming, it is returned to an earlier stage in the process as scrap to be reworked or melted down. There is also a gage control technician II who reports to the quality manager and works primarily at the Eastlake facility; the gage control technician II repairs and calibrates gages and fixtures. (Tr. 417-424, 445-448, 424, 506, 516-517, 647, 651-653.)

SMP also employs maintenance technicians who perform preventative maintenance and repairs at both Wickliffe and Eastlake. One of the maintenance technicians works primarily in Eastlake, with the remainder primarily assigned to Wickliffe. (Tr. 528, 594.) However, the technicians may work at all three buildings depending on business needs. (Tr. 449-450.)

There are also working leads in some of the departments described above who coordinate product flow and ensure that the operators have the necessary tools and products. In addition, there are department trainers in the rough clean and finishing departments who provide training and other support in the production process. (Tr. 436, 457-458, 509)

SMP has a single general manager, Nick Randall, who oversees all three facilities. The following managers report to Randall: engineering manager, quality manager, HR manager, sales manager, production control manager, operations manager, and controller. (EX 1 at 1, Tr. 90.) Most of the employees at issue here work under the chain of command of the operations manager, Tim Peck. (Tr. 123, EX 1 at 3 and EX 33.) Under Peck are five area managers: maintenance manager, 650 area manager, front-end area manager, middle area manager, and Eastlake plant manager. Tom Pickett serves as the 650 (rough clean) area manager and Eastlake plant manager. (Tr. 111, 123-124) Under the area managers are supervisors. (EX 1 at 3.) A subset of the relevant employees work under either the production control manager, engineering manager, or quality manager. (Tr. 372-73, 457, 637-38, EX 33.)

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6 “Met” is an abbreviation for metallographic laboratory technician. (Tr. 422)
7 The heat treat operation itself is conducted by a third party.
8 MRB stands for material review board. (Tr. 417)
9 In its initial list provided with its statement of position, the Employer does not list any maintenance technicians at the Eastlake facility. The record reflects that William Conley is the maintenance technician who works primarily at Eastlake. (Tr. 295) However, it appears from the initial list provided by the Employer that Conley is officially housed at Wickliffe. (BX 3, Tr. 449.)
10 Many of the SMP departments have department numbers. 650 is the rough-clean department. (Tr. 123.)
II. Unit Appropriateness and the Single-Facility Presumption

The Board will approve a petitioned-for unit provided it is an appropriate unit for purposes of collective bargaining. It need not be “necessarily the single most appropriate unit,” Am. Hosp. Ass’n v. NLRB, 499 U.S. 606, 610 (1991), and the fact that another unit may also be appropriate thus does not render the petitioned-for unit inappropriate.

A unit of employees at a single facility is presumptively appropriate, unless that unit “has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity.” New Britain Transp. Co., 330 NLRB 397, 397 (1999). A party seeking to rebut the single-facility presumption bears a “heavy burden.” Cal. Pac. Med. Ctr., 357 NLRB 197, 197 (2011) (internal quotation omitted). In making that determination, the Board considers: “(1) central control over daily operations and labor relations, including 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.” Hilander Foods, 348 NLRB 1200, 1200 (2006). Whether the single-facility presumption has been rebutted requires a case-by-case, fact-intensive analysis, as “[e]ach case must be assessed on its own facts.” Dattco, Inc., 338 NLRB 49, 50 (2002).

III. The Petitioned-For Unit Is Appropriate

Applying those principles to the facts of this case, I find that the petitioned-for unit of production and maintenance employees at the Wickliffe facility is appropriate. As a single-facility unit, the petitioned-for unit is presumptively appropriate. The Employer has not met its burden of rebutting that presumption.

A. Centralized Control Over Daily Operations and Labor Relations

An employer’s centralized control over multiple facilities weighs in favor of a multi-facility bargaining unit. Trane, 339 NLRB 866, 867-68 (2003). However, “the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single location presumption.” Cal. Pac., 357 NLRB at 198. Accordingly, evidence of high-level centralization does not rebut the single-facility presumption where other evidence shows local control over day-to-day operations. New Britain Transp., 330 NLRB at 397.

The Employer has demonstrated centralized control over many aspects of the high-level operations at the two SMP facilities. The entire SMP operation shares a general manager and upper management, as well as several departments (purchasing, IT, finance and payroll, scheduling). Wickliffe and Eastlake are part of the same business unit and are listed on the same profits-and-losses statement. The two facilities also share an HR department, which sets various workplace policies across the entire operation and handles matters such as recruiting, new-hire training, and workplace safety. The orientation process for all new hires is coordinated by HR and conducted at the Wickliffe facility. There are several centralized administrative systems such as common timekeeping and business-access systems for employees at both facilities. (Tr. 93-94, 99-105, 153-54, 157, 175-76, 208, 465, EX 1.) Employees from both the Wickliffe and Eastlake
facilities participate on joint safety committees and handbook committees. (Tr. 98-99, 225-232.) SMP uses a centralized communication system to communicate messages to employees via large televisions throughout both facilities. (Tr. 161) The HR department also uses an app called “Text-Them All” to communicate text messages to employees at both facilities. (Tr. 164)

Centralized management has not displaced local, site-specific control over various aspects of day-to-day operations, however. Most SMP employees have front-line supervisors at the same facility where they work. (Tr. 124-27, 227, 280, 704, EX 1.) For example, employees in the two Eastlake departments—finishing and inspecting—report to supervisors at Eastlake. (Tr. 127, 704, EX 1 at 3.) Supervisors are “on the floor” with employees. (Tr. 361.) They can handle lower-level discipline, such as the decision whether to send an employee home for the day. (Tr. 459.) They interview candidates for hire and can recommend discharge. (Tr. 365.) Vacation requests are handled by department supervisors at each facility; there was conflicting testimony on whether the number of employees absent from the other facility is considered in deciding whether to grant such requests. (Tr. 363, 367, 690.) Overtime is scheduled by department. (Tr. 461.) The record does not reveal whether employee grievances are handled at the facility or at a central level. Such lack of evidence does not undermine the presumptive appropriateness of a single-facility unit, however, because “it was the Employer’s burden to rebut the presumption by introducing affirmative evidence establishing a lack of autonomy at the individual plant level.” J&L Plate, Inc., 310 NLRB 429, 429 (1993).

The record is inconsistent about whether front-line supervisors have autonomous hiring or firing authority. When asked whether Eastlake supervisors can hire or fire without going through Wickliffe, the HR manager at first responded “absolutely.” (Tr. 361.) She later testified that such decisions must get HR approval. (Tr. 365.) Inconsistent testimony does not rebut the single-facility presumption. See J&L Plate, 310 NLRB at 430 (presumption not rebutted where “the evidence is not sufficiently clear to establish a lack of local autonomy or control of these matters”). Even assuming that discharge decisions are subject to HR approval, however, that fact does not necessarily rebut the single-facility presumption. See, e.g., Red Lobster, 300 NLRB 908, 909 (1990) (finding single-facility unit appropriate even though facility-level discharge recommendations had to be approved by central management); Esco Corp., 298 NLRB 837, 839 (1990) (same, despite centralized control over “labor relations decisions including hiring, firing, and discipline”); accord NLRB v. Guardian Armored Assets, LLC, 201 F. App’x 298, 304 (6th Cir. 2006) (same, even though “only the central human resources department performs functions relating to hiring, firing, and transferring employees”). Further, the Employer presented no evidence about whether HR has ever rejected supervisors’ discharge recommendations. Cf. Neodata Prod./Distrib., Inc., 312 NLRB 987, 989 (1993) (finding single-facility presumption rebutted where central management “declined to follow a plant manager’s recommendation to discipline or discharge an employee about 20 percent of the time”).

Although some Eastlake employees report directly to supervisors who work primarily at Wickliffe or go back and forth between the two facilities, this group is in the minority. It is limited to a subset of the maintenance technicians, shipping/receiving clerks, and quality-department employees. (Tr. 361, 427, 637-39.) Moreover, the fact that some Wickliffe-based managers spend part of their time at Eastlake does not rebut the single-facility presumption. See, e.g., Gooch Blue Ribbon Meats, 232 NLRB 277, 277 (1977) (vice president based at company’s principal office “spends approximately 20 percent of his time at the [other] plant”).
Below the supervisors, department-level working leads give direction and are responsible for keeping the production plan flowing. They also work with supervisors on some disciplinary issues. (Tr. 458-59) Even if those positions are not supervisory within the meaning of the Act, they provide another level of site-specific direction that undermines the probative weight of high-level centralization. *Cf. Esco*, 298 NLRB at 840 (relying on presence of facility-level oversight even though individual in that role was not a statutory supervisor).

Site-specific control also exists at the next level above the supervisors. Eastlake has its own plant manager. Likewise, the Wickliffe processes of front-end, middle area, and rough clean all have area managers based at Wickliffe. (Tr. 229, EX 1 at 3.) Although Tom Pickett is a manager at both Wickliffe and Eastlake, these are two separate positions; he serves as the rough-clean area manager at Wickliffe and the Eastlake plant manager at Eastlake. (EX 1 at 3.) Some departments also have superintendents in between the supervisors and the area managers. The superintendents oversee the supervisors and assist with employee issues. (Tr. 124-25.)

The presence of supervisors and other layers of site-specific authority at both Wickliffe and Eastlake distinguishes SMP from cases rejecting single-facility units where no dedicated facility-level supervision existed. *See, e.g., Trane*, 339 NLRB at 868 (noting the “absence of any separate supervision or other oversight” at second facility); *Haag Drug Co.*, 169 NLRB 877, 879 (1968) (presumption rebutted where “the actual day-to-day supervision is done solely by central office officials”).

For similar reasons, the existence of a centralized HR department does not require a multi-facility unit. *See, e.g., Hilander Foods*, 348 NLRB at 1200 (finding existence of common HR did not rebut single-facility presumption). Although the head of HR sits at Wickliffe and an HR generalist has an office at both facilities, there is a dedicated, full-time HR representative for the Eastlake facility who works primarily out of that building. (Tr. 94-95, 189.) Among her tasks is approving transfers from Eastlake to Wickliffe. (Tr. 277, EX 22-23.) Moreover, each employee’s personnel files are housed at the facility where that employee works. (Tr. 188-89); *cf. Lab. Corp. of Am. Holdings*, 341 NLRB 1079, 1083 (2004) (single-facility presumption rebutted where personnel records were centrally maintained); *Datto*, 338 NLRB at 50 & n.9 (same).

Finally, the Employer notes that the entire SMP operation used to be housed at Wickliffe, prior to the opening of the Eastlake plant in 1997. (Tr. 48-49.) But the question in this matter is whether the petitioned-for unit is appropriate for collective bargaining, which necessarily will take place in the present. The relevant evidence is thus how the two facilities function now, not twenty-five years ago. *Cf. Black & Decker Mfg. Co.*, 147 NLRB 825, 826 (1964) (approving single-facility unit in case where second facility was built as volume increased and “operations which were formerly located at [the first facility] were transferred to [the other facility]”).

In light of site-specific supervisory and HR functions at the two facilities, the evidence of centralized control that the Employer identifies does not rebut the single-facility presumption. *Cf. New Britain Transp.*, 330 NLRB at 397 (single-facility unit appropriate despite “centralized control over … accounting, recordkeeping, payroll, and wages and benefits” and “formal discipline, new-hire training, and safety training”).
B. Similarity of Skills, Functions, and Working Conditions

Also relevant to the unit-determination analysis is whether employees at the various facilities perform similar functions using similar skills, and whether they share common terms and conditions of employment. *Hilander Foods*, 348 NLRB at 1200. The Board has found the single-facility presumption rebutted where employees at different facilities “possess identical skills, perform identical functions, and labor under identical working conditions.” *Trane*, 339 NLRB at 867. For example, the employees in *Trane* were all HVAC technicians, *id.* at 866, the employees in *Prince Telecom* all installed residential cable and telephone wiring, 347 NLRB 789, 790 (2006), and the employees in *R&D Trucking, Inc.* all drove, loaded, and unloaded trucks, 327 NLRB 531, 532 (1999).

This factor weighs in favor of the appropriateness of a single-facility unit. Employee skills and functions are largely distinct at the two facilities. The complex process of producing turbine blades and vanes involves multiple discrete steps, with each employee performing tasks unique to their place in the process. Moreover, there is a perceptible shift in the process as product moves from Wickliffe to Eastlake. Wickliffe employees create wax patterns and assemble molds, form castings, and perform rough clean. Eastlake employees take the completed castings and perform precision cleanings and detailed inspection to prepare the finished product for customers. The relationship between the two facilities resembles the situation in *J&L Plate*, where the Board found a single-facility unit appropriate where one of the employer’s facilities was “a foundry which primarily manufactures castings” and the other “primarily finishes the casting … and then ships them to customers.” 310 NLRB at 430.

That shift is reflected in the fact that almost every Wickliffe employee has a different job classification than every Eastlake employee. Of the 69 SMP job classifications, only four exist at both facilities. (EX 33.) *Cf. Cal. Pac.*, 357 NLRB at 200 (finding single-facility unit appropriate where half of employees were in classifications found only at their facility). Even some of the classifications that share names differ in practice between the two facilities. Both facilities have jobs titled “robot operator,” for example, but the robots those employees operate are different at each facility. (Tr. 495-96.) An Eastlake robot operator would need training in order to work as a Wickliffe robot operator. (Tr. 496.) Perhaps for that reason, the Eastlake robot operator and the Wickliffe robot operators do not perform each other’s duties. (Tr. 515.) In addition, although both facilities have employees who work as sandblasters, the Eastlake sandblaster earns a higher wage. (EX 33.) Moreover, the sandblaster work performed by Wickliffe employees is actually performed at a third-party owned facility called New Hope, not at Wickliffe. (Tr. 493-94.) The Employer points out that there are employees called trainers or working leads at both buildings, but these are department-specific positions. The content of the training or leading differs from department to department, such that a trainer in rough clean at Wickliffe has different duties and responsibilities than a trainer in finishing at Eastlake. (Tr. 436-38, 509.)

The Employer notes some high-level similarities in some of the job classifications, such as the fact that some jobs at both facilities involve cleaning or inspecting product. This argument examines employee functions at too high a level of generality, however. Moreover, differences exist even within the examples the Employer identifies. For example, the cleaning work that takes
place in Eastlake’s finishing department is more precise than the work Wickliffe employees perform in rough clean. (Tr. 407.) Likewise, inspecting the product at the end of the process at Eastlake is necessarily different than the inspection that occurs at Wickliffe because the product itself is different at that point.

The Employer also stresses that some Eastlake employees are cross trained to perform jobs at Wickliffe, and some Wickliffe employees for jobs at Eastlake. Cross training does not necessarily mean that similar skills or functions are performed at the two facilities, however. Cross training can mean that employees are trained to perform functions at the other facility that are different than the skills and functions they perform in their regular job at their home facility. (Tr. 281.) Instead of demonstrating shared skills or functions, this type of cross training goes to the possibility of employee interchange, which is discussed below.

Similarities in working conditions at Wickliffe and Eastlake likewise do not rebut the single-facility presumption. The Employer identifies a variety of similar terms and conditions of employment at the two facilities, such as the same health-insurance and retirement benefits, performance review process, and safety rules. There is also the same employee handbook, which covers policies such as overtime, attendance, vacation and holidays, and progressive discipline. (Tr. 144, 159-60, 175-77, 184-84.) Employees are eligible for the same sign-on and referral bonuses, perfect attendance bonuses, shift differential, and quarterly cash incentives. (Tr. 162-163, 168-169, 171-172, 467-468.) Also, employees at both facilities have a common seniority system. (Tr. 158-159.) In addition, employees are included in the same social events such as holiday and retiree parties, blood drives, and lunches. (Tr. 233-235, 245, EX 16, 17.)

Nonetheless, differences exist in some of the most important terms and conditions of employment. Employees at Wickliffe and employees at Eastlake receive different wages. Wages at Wickliffe currently range from $17 to $36.69 per hour, while at Eastlake they span $17.60 to $33.39 per hour. (Tr. 142, EX 33.) Wickliffe has at least eight positions that earn over $30/hour, while Eastlake has only two. Similarly, nine Wickliffe positions top off at less than $20/hour, as compared to three Eastlake positions. (EX 33.) Even jobs with the same name are paid different rates at the different facilities. The robot operators at Wickliffe currently are paid between $18.70 and $26.47 per hour, while the robot operator at Eastlake gets $24.65 per hour. In addition, the minimum and maximum wage rates for the robot operators are different between the two facilities. (EX 33.) The Wickliffe sandblaster earns $17.90 per hour, and the Eastlake sandblaster earns $18.10 per hour. (EX 33.)

The record is inconsistent as to whether employees at Eastlake and Wickliffe work the same hours. Both facilities operate three eight-hour shifts per day. (Tr. 128-29, BX 3 at 5-13.) However, some employees at Wickliffe work an “off work week” schedule of twelve-hour shifts, alternating between three and four days per week. Other Wickliffe employees work a weekend shift. The Employer submitted a list of Eastlake employees with its statement of position, which did not identify any Eastlake employee as working an off-work week or a weekend schedule. (BX 3 at 11-13.) Although an Employer witness testified that off-work week and weekend shifts exist at Eastlake (Tr. 129-33), that testimony thus conflicts with the Employer’s previous submissions.
Because the Employer bears the burden of rebutting the presumption of appropriateness of a Wickliffe unit, conflicting evidence is insufficient. *J&L Plate*, 310 NLRB at 430.

Especially in light of the differences noted above, the similar working conditions that the Employer identifies do not rebut the single-facility presumption. *Cf. Cargill, Inc.*, 336 NLRB 1114, 1116 (2001) (finding single-facility unit appropriate despite fact that “[b]oth facilities have the same employee handbook”); *Red Lobster*, 300 NLRB at 908 (approving single-facility unit even though “[p]olicies regarding wages, hours, overtime, vacations, holidays, retirement, profit sharing and employee fringe benefits are centrally established and uniformly applied”).

C. Employee Interchange

Another factor in the unit-determination analysis is the degree of employee interchange between the multiple facilities. *New Britain Transp.*, 330 NLRB at 397. For evidence of interchange to cut against the single-facility presumption, the employer must present such evidence in context, such as by demonstrating the percentage of work or employees impacted by the interchange. *Id.* at 398. Permanent transfers are less probative than temporary transfers, and voluntary transfers are less probative than mandatory ones. *Id.; Red Lobster*, 300 NLRB at 911.

Evidence of employee interchange between the Wickliffe and Eastlake facilities weighs somewhat in favor of a multi-facility unit, though not as strongly as the Employer contends. Some employees from one facility fill in at the other, typically at the end of a month or quarter, to assist during particularly busy periods. To facilitate this transfer, some employees are cross-trained to perform work at the other building. (Tr. 452-53.) When a temporary transfer is expected to last longer than a week, a transfer form is completed by the supervisor. (Tr. 254, 281, 501.) Some employees also go back and forth between the two facilities as part of their own jobs. (Tr. 460, 544, 650.)

The bulk of the evidence regarding interchange comes from Employer exhibits documenting employees’ use of their identification badges to swipe into the two facilities. These documents detail which employees travelled between buildings and how often. One exhibit includes most employees and covers the period from April 1, 2021 to June 30, 2021. (Tr. 617, EX 44.) Other exhibits provide badge-swipe information for smaller groups of employees for the period from January 1, 2021 to November 2, 2021. (Tr. 327-28, 573-75, EX 30, 41.)

Together, those documents reveal that 44 employees were present at both Wickliffe and Eastlake during this period, which constitutes about 20 percent of the workforce at the two facilities. This number seems significant on first glance, but several factors lessen its impact. Nine of those employees had fewer than five swipes at the facility where they do not primarily work, and fifteen had fewer than ten swipes. Such limited instances of back and forth over the course of several months “is neither regular nor substantial” interchange between the two facilities. *Cargill*, 336 NLRB at 1114. Without the employees with fewer than five swipes, the percentage of employees who visited both facilities drops to sixteen; without the employees with fewer than ten swipes, it drops to thirteen.

Even if every employee with any badge swipes at both facilities is considered, fully half of the interchanges were in a single department. Twenty-two of the forty-four employees who visited
both facilities were maintenance technicians. In addition to involving only a limited subset of job
classifications, these examples tend to consist of one-off projects rather than any kind of ongoing
or regular interaction between employees. (Tr. 593-94.) Relatedly, two of the other employees
with badge swipes at both facilities were shipping and receiving clerks, which is, by its nature, a
job that involves going back and forth between locations. (Tr. 408.) Interchange in that role is
thus hardly surprising or unusual. See Dixie Belle Mills, Inc., 139 NLRB 629, 631 n.3 (1962)
(“The fact that the Employer’s truckdrivers do, in the normal course of their duties, transport
material and finished products between the various plants … does not destroy the separate
identities of the various operations.”) Excluding maintenance and shipping, approximately nine
percent of employees engaged in any interchange. Cf. Purnell’s Pride, Inc., 252 NLRB 110, 114
(1980) (finding single-facility unit appropriate where “[t]he only employees that have contact with
other departments are the general maintenance employees … and the truckdrivers”).

Even without discounting any of the badge swipes, similar rates of interchange have not
always been sufficient to rebut the single-facility presumption. See, e.g., Red Lobster, 300 NLRB
at 911 (finding interchange of 19 out of 85 employees (or 22%) “minimal”); Alterman Transp.
Lines, Inc., 183 NLRB 18, 22 (1970) (25% of employees assigned to other locations). By contrast,
some cases in which the presumption was rebutted have featured higher levels of interchange. See,
e.g., Purolater Courier Corp., 265 NLRB 659, 661 (1982) (50% of employees interacted with
employees from other facilities at any given time); White Castle Sys., Inc., 264 NLRB 267, 268
n.4 (1982) (over 50% of employees involved in temporary transfers).

Along with the badge-swipe data, the Employer’s production control manager testified
about interchange into certain positions. (Tr. 511-21.) His testimony largely did not provide
specifics as to which or how many employees were involved in those transfers, however. Such
general testimony is insufficient to rebut the single-facility presumption, because evidence of
interchange must be presented in context. New Britain Transp., 330 NLRB at 398. Even his more
detailed testimony does not significantly advance the Employer’s case. For example, although the
Eastlake wall operators sometimes perform dedicated-wax-wall work at Wickliffe (Tr. 508), there
are only two such employees. (EX 33). Similarly, the rework technician at Wickliffe interchanges
with the MRB salvage technician at Eastlake (Tr. 514-15), but this is only a single employee. (EX
33.)

Further, at least some of the temporary interchanges between the two facilities are
voluntary, which is less probative of the need for a multi-facility unit. New Britain Transp., 330
NLRB at 398. Employees are asked if they can help out at the other building, and are sent if they
agree. (Tr. 281.) For example, Eastlake sandblaster Rosalyn Burston temporarily transferred to
Wickliffe for one month to perform wax dress after she “raised her hand” to assist with that work.
(Tr. 265, EX 22.)

The record also contains seven examples of permanent transfers between the two facilities.
(EX 25.) That number accounts for only three percent of the workforce. In any event, permanent
transfers carry less weight than temporary transfers for purposes of determining whether the single-
facility presumption has been rebutted. Red Lobster, 300 NLRB at 911.
The Employer also relies on the fact that the two facilities are involved in the same process of producing vanes and turbines. Such overall functional integration is a common feature of large corporations with multiple sites that produce complex products or utilize a supply-chain structure. Yet the single-facility presumption still applies to such employers. See, e.g., J&L Plate, 310 NLRB at 430 (finding single-facility unit appropriate despite “product integration between the two plants”); Black & Decker, 147 NLRB at 828 (same, despite “substantial degree of product integration”). If this type of overall integration were always enough to demand a multi-facility unit, the presumption would be deprived of much of its force in this context. Indeed, the Board has recognized that “modern manufacturing techniques combined with the increased speed and ease of transport make it possible for plants … to have a high degree of product integration and still maintain a separate identity for bargaining purposes.” Black & Decker, 147 NLRB at 828.

Moreover, evidence of product integration is most probative when it is indicative of employee contact. Prince Telecom, 347 NLRB at 793. For the reasons discussed above, although contact between Wickliffe and Eastlake employees is more than minimal, it does not rise to the level of mandating a multi-facility unit. In such situations, “product integration is … a less significant factor in determining an appropriate unit.” Black & Decker, 147 NLRB at 828; see also Lawson Mardon U.S.A., Inc., 332 NLRB 1282, 1283 (2000) (same).

Ultimately, employee interchange weighs somewhat in favor of a multi-facility unit, but not enough to rebut the single-facility presumption.

D. Geographic Proximity

The distance between multiple facilities is a consideration in whether a single-facility unit remains appropriate. Hilander Foods, 348 NLRB at 1200. Here, the Wickliffe and Eastlake facilities are 4.5 miles apart. On its own, that distance might weigh slightly in favor of a multi-facility unit. Facilities that were further apart have been included in the same unit. See, e.g., Prince Telecom, 347 NLRB at 789 (12-52 miles). Nonetheless, Wickliffe and Eastlake are also farther apart than the facilities in cases where the single-facility presumption was rebutted. See, e.g., Jerry’s Chevrolet, Cadillac, Inc., 344 NLRB 689, 689 (2005) (1000 feet)); Kendall Co., 181 NLRB 1130, 1130 (300-400 yards). Further, distances less than 4.5 miles have been found too far to require a multi-facility unit. See, e.g., Cargill, 336 NLRB at 1114 (2 miles); Lipman’s, 227 NLRB 1436, 1438 & n.7 (1977) (same). Moreover, even a single-digit mileage distance gains significance if there are other factors weighing in favor of a single-facility unit, like here. New Britain Transp. 330 NLRB at 398; see also Elec. Data Sys. Corp v. NLRB, 938 F.2d 570, 572 (5th Cir. 1991) (single-facility unit appropriate despite distance of only 1.25 miles from other facility).

Accordingly, any support for a multi-facility unit that the Employer gleans from the geographic proximity of the Wickliffe and Eastlake buildings is relatively minimal and is outweighed by other factors.

E. Bargaining History

There is no history of collective bargaining at either Wickliffe or Eastlake. This factor is thus neutral in the unit-determination analysis. Trane, 339 NLRB at 868 n.4.
IV. Conclusions

1. The Hearing Officer’s ruling made at the hearing are free from prejudicial error and are hereby affirmed.

2. The parties stipulated, and I find, that the Employer is engaged in commerce within the meaning of Section 2(6) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction.

3. The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.

4. The parties stipulated, and I find, that there is no collective-bargaining agreement covering any of the employees in the petitioned-for unit and there is no contract bar, or any other bar, to this proceeding.

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 an appropriate unit for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees in the following classifications employed by the Employer at its 29501 Clayton Road, Wickliffe, Ohio facility: alloy technician, autoclave operator, clean & cap operator, core inspector, dedicated wax wall operator, dip utility, foundry furnace helper, frontend technician, grain etch operator, grain/laue inspector, knock-out/cut-off operator, laue inspector, layout technician, maintenance helper, maintenance technician, met lab technician, rework technician, robot operator, rough clean department trainer, rough clean technician, sandblaster, shipping/receiving clerk, senior grain reader, senior met lab technician III, senior water jet operator, sub-assembler, tooling technician, vacuum cast technician, vacuum cast technician I, vacuum cast technician II, washout operator, water blast operator, wax assembler, wax auditor, wax dresser, wax injector, wax technician, and working leads; excluding all other employees, including employees employed at the Employer’s Eastlake, Ohio facility in the classifications of CMM helper, CNC operator, CNC/snag operator, dimensional inspector, dot marker, finishing department trainer, finishing operative, FPI level I, FPI level II, gage control technician, gage control technician II, MRB salvage technician, quality technician, robot operator, sandblaster, shipping/receiving clerk, visual inspector, wall operator, working lead, x-ray level I operator, and x-ray level II operator, and all temporary employees, document control employees, engineering technicians, senior process control technician, office clerical employees, guards, and supervisors as defined in the Act.
V. Direction of Election

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by IUE-CWA, the Industrial Division of the Communication Workers of America, AFL-CIO, CLC.

A. Election Details

The election will be held on the following dates and times in the C&D Conference Room located at the Employer’s Wickliffe, Ohio facility:

<table>
<thead>
<tr>
<th>Friday, April 22, 2022</th>
<th>Saturday, April 23, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:30 a.m. to 7:30 a.m.</td>
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<tr>
<td>2:30 p.m. to 3:30 p.m.</td>
<td>6:30 p.m. to 7:30 p.m.</td>
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<td>6:30 p.m. to 7:30 p.m.</td>
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</table>

The Employer argues for a manual election while the Union advocates for a mail ballot election. The Board has held that the mechanics of an election, such as the date, time, and place, are left to the discretion of the Regional Director. CEVA Logistics U.S., Inc., 357 NLRB 628 (2011); Manchester Knitted Fashions, 108 NLRB 1366, 1366 (1954). In addition, the Board has found that Regional Directors have the discretion to determine whether an election will be conducted manually or by mail ballot. See Nouveau Elevator Industries, Inc., 326 NLRB 470, 471 (1998).

Section 11301.2 of the Board’s Casehandling Manual (Representation) provides, in part:

The Board’s longstanding policy is that representation elections should, as a general rule, be conducted manually. The Board has also recognized, however, that there are instances where circumstances tend to make it difficult for eligible employees to vote in a manual election or where a manual election, though possible, is impractical or not easily done. In these instances, the regional director may reasonably conclude that conducting the election by mail ballot or a combination of mail and manual ballots would enhance the opportunity for all to vote.

Thus, while there is a clear preference for conducting manual elections in ordinary circumstances, the Casehandling Manual indicates that a Regional Director may use discretion to order a mail-ballot election where conducting an election manually is not feasible, and that under extraordinary circumstances, the Regional Director should tailor the method of conducting an election to enhance the opportunity of unit employees to vote. See San Diego Gas and Electric, 325 NLRB 1143 (1998).
On July 6, 2020, the Board’s General Counsel issued GC 20-10 to provide guidance for conducting manual elections during this pandemic. The memorandum detailed numerous manual election protocols to minimize the risk of COVID-19 transmission. It also reaffirmed that Regional Directors have authority delegated by the Board to make initial decisions about when, how, and in what manner all elections are conducted.

Thereafter, on November 9, 2020, the Board issued its Decision in *Aspirus Keweenaw*, 370 NLRB No. 45 (2020), wherein it “set forth more specific and defined parameters under which Regional Directors should exercise their discretion in determining election type against the backdrop of Covid-19.” *Aspirus Keweenaw*, 370 NLRB No. 45, slip op. at 4. The Board identified the following six situations which suggest the propriety of using mail ballots to conduct elections:

(1) [t]he Agency office tasked with conducting the election is operating under ‘mandatory telework’ status … (2) [e]ither the 14-day trend in the numbers of new confirmed cases of Covid-19 in the county where the facility is located is increasing, or the 14-day testing positivity rate in the county where the facility is located is 5 percent or higher … (3) [t]he proposed manual election site cannot be established in a way that avoids violating mandatory state or local health orders relating to maximum gathering size … (4) [t]he employer fails or refuses to commit to abide by the GC Memo 20-10 protocols … (5) [t]here is a current Covid-19 outbreak at the facility or the employer refuses to disclose and certify its current status … (6) [o]ther similarly compelling considerations.

I note that currently none of the situations described in *Aspirus Keweenaw*, 370 NLRB No. 45 (2020), are present. Therefore, I am directing a manual election. Specifically, (1) the Regional Office is not operating under mandatory telework; (2) neither the 14-day trend of new confirmed COVID-19 cases is increasing in Lake County, where the Employer is located, nor is the 14-day testing positivity rate over 5% in Lake County;11 (3) the manual election site does not violate mandatory state or local orders related to maximum gathering size; (4) the Employer has committed to abide by the protocols in GC Memo 20-10; (5) there is not a current COVID-19 outbreak at the Employer’s facility; and (6) there are no other similarly compelling circumstances. However, if such a situation develops, including other similarly compelling considerations, by April 21, 2022, or if the Employer or the Petitioner fail to abide by the protocols set forth in General Counsel Memorandum 20-10, Suggested Manual Election Protocols (“GC Memo 20-10”), I retain the discretion to cancel this manual election and reschedule either a manual or mail-ballot election.

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11 As of March 14, 2022, the positivity rate in Lake County was 2.23 percent. [https://covid.cdc.gov/covid-data-tracker/#county-view](https://covid.cdc.gov/covid-data-tracker/#county-view) In addition, the total number of new COVID cases in Lake County over the relevant 14-day period has decreased from 11 cases on March 1, 2022 to 3 cases on March 14, 2022. [https://bao.arcgis.com/covid-19/jhu/county/39085.html](https://bao.arcgis.com/covid-19/jhu/county/39085.html)
B. Election Arrangements and Mechanics Pursuant to GC Memo 20-10\(^\text{12}\)

If the protocols set forth in General Counsel Memorandum 20-10, Suggested Manual Election Protocols (“GC Memo 20-10”), including those listed below, cannot be followed (or attested to as described in the memo), I reserve the right to cancel or reschedule the manual election, or convert the election to a mail-ballot election with ballots being mailed out on or as soon as practicable after the scheduled manual election date.

1. Given the COVID-19 pandemic, in order to protect the voters, observers, Board agent, and others during the election and ballot count, the Employer will:

   (a) Provide a sufficient number of tables with chairs that will placed 6 feet apart in the voting area to ensure proper social distancing for the parties’ observers;
   (b) Provide a separate table in the voting area with a sufficient number of individual, disposable pens or pencils without erasers for each voter to mark his or her ballot;
   (c) Place markings on the ground throughout the voting area, and in the immediate vicinity outside of the voting area, to ensure proper social distancing (i.e., 6 feet of space between individuals) for voters and party representatives attending the pre-election conferences and ballot count;
   (d) Place signage throughout the voting area, and in the immediate vicinity outside of the voting area, to inform voters and party representatives of the need to wear CDC-conforming masks and maintain proper social distancing (i.e., 6 feet of space between individuals);
   (e) Ensure that the voting area has a separate entrance and exit for voters, with markings to depict safe traffic flow throughout the polling area;
   (f) Provide glue sticks or tape to seal challenged ballot envelopes;
   (g) Provide plexiglass barriers of sufficient size to separate observers and the Board Agent from voters and each other, along with pre-election conference and ballot count attendees;
   (h) Provide CDC-conforming masks, hand sanitizer, gloves and wipes for the Petitioner’s personnel, observers, and employees who approach the table to vote;
   (i) Sanitize the polling area the day of the election, prior to the start of the pre-election conference;
   (j) Provide doorstops or similar items to allow the doors to be propped open during the pre-election meeting, election, and the ballot count, to facilitate air flow in the polling area;
   (k) Provide an inspection of the polling area by video conference no earlier than 48 hours before the election but no later than 24 hours before the election so that the Board agent and the Petitioner personnel can view the polling area;
   (l) Provide written certification, no earlier than 48 hours before the election but no later than 24 hours before the election, that the polling area is consistently cleaned in conformity with established CDC hygienic and safety standards;
   (m) Complete and submit the COVID-19 certifications in GC Memo 20-10 Attachments A and B to the Region within the time frame set forth on the forms. The forms will be considered by the Regional Director in determining whether conducting the election

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\(^{12}\) See also *Aspirus*, above, slip op. at 7.
manually will jeopardize public health. Failure to provide accurate or timely forms may result in the election being cancelled, rescheduled, or converted to a mail-ballot election.

2. Given the COVID-19 pandemic, in order to protect the voters, observers, the Board agent, and others during the election and ballot count, the following safety protocols shall be followed during the election:

(a) Each party, including the Employer and the Petitioner, is entitled to one observer at each voting session;
(b) Multiple voter lists will be used during the course of the election to allow for social distancing between observers and Board Agent. The Board agent’s voter list will be considered the official voter list for the election;
(c) No more than two voters should be present in the voting area at one time;
(d) No more than two agents from each party are permitted to attend the pre-election conferences and the ballot count;
(e) The Board Agent, voters, and observers shall wear CDC-conforming masks in the voting area during the entirety of the election process. In accordance with the “Voting Place Notice”, Form NLRB-5017, the Board Agent has the discretion to advise a voter who is not properly masked in full conformance with CDC guidelines to leave the voting area and return when properly masked;
(f) All individuals attending the pre-election conference and ballot count shall wear CDC-conforming masks. The Board Agents have the discretion to advise a conference or count attendee who is not properly masked in full conformance with CDC guidelines to leave the conference/count and return when properly masked.

3. The Petitioner will complete and submit the COVID-19 certifications in GC Memo 20-10 Attachment B to the Board agent conducting the election within the time frame set forth on the form.

4. Individuals for which Attachment B was not submitted will not be permitted to be physically present at the pre-election conference or ballot count or to serve as an observer during the election.

5. Parties will immediately notify the Regional Director in writing if any participant in the election, including all representatives, observers, and eligible voters, test positive for COVID-19 or if they have been directly exposed to individuals who have tested positive for COVID-19 during the 14 days immediately preceding the election date.

6. All parties agree to immediately notify the Regional Director, if, within 14 days after the day of the election, any individuals who were present in the facility on the day of the election:
   - have tested positive for COVID-19 (or has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested) within the prior 14 days;
• are awaiting results of a COVID-19 test;
• are exhibiting symptoms of COVID-19, including a fever of 100.4 or higher, cough, shortness of breath; or
• have had direct contact with anyone in the previous 14 days who has tested positive for COVID-19 (or who are awaiting test results for COVID-19 or have been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested).

C. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending March 13, 2022, 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; (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.

D. 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 March 21, 2022. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee’s last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015](http://www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015).
When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency’s website at www.nlrb.gov. Once the website is accessed, click on E-File Documents, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

E. 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. on 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.

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.

Pursuant to Section 102.5(c) 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. To E-File the request for review, go to www.nlrb.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be
addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. 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. 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: March 17, 2022

Iva Y Choe, Regional Director
National Labor Relations Board, Region 8
1240 East 9th Street, Room 1695
Cleveland, Ohio 44199-2086
NOTICE OF ELECTION

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by SECRET ballot under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violations of these rules should be reported immediately to an NLRB agent. Your attention is called to Section 12 of the National Labor Relations Act which provides: ANY PERSON WHO SHALL WILLFULLY RESIST, PREVENT, IMPEDE, OR INTERFERE WITH ANY MEMBER OF THE BOARD OR ANY OF ITS AGENTS OR AGENCIES IN THE PERFORMANCE OF DUTIES PURSUANT TO THIS ACT SHALL BE PUNISHED BY A FINE OF NOT MORE THAN $5,000 OR BY IMPRISONMENT FOR NOT MORE THAN ONE YEAR, OR BOTH.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off, and also include employees in the military service of the United States who appear in person at the polls. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election are not eligible to vote.

SPECIAL ASSISTANCE: Any employee or other participant in this election who has a handicap or needs special assistance such as a sign language interpreter to participate in this election should notify an NLRB Office as soon as possible and request the necessary assistance.

PROCESS OF VOTING: Upon arrival at the voting place, voters should proceed to the Board agent and identify themselves by stating their name. The Board agent will hand a ballot to each eligible voter. Voters will enter the voting booth and mark their ballot in secret. DO NOT SIGN YOUR BALLOT. Fold the ballot before leaving the voting booth, then personally deposit it in a ballot box under the supervision of the Board agent and leave the polling area.

CHALLENGE OF VOTERS: If your eligibility to vote is challenged, you will be allowed to vote a challenged ballot. Although you may believe you are eligible to vote, the polling area is not the place to resolve the issue. Give the Board agent your name and any other information you are asked to provide. After you receive a ballot, go to the voting booth, mark your ballot and fold it so as to keep the mark secret. DO NOT SIGN YOUR BALLOT. Return to the Board agent who will ask you to place your ballot in a challenge envelope, seal the envelope, place it in the ballot box, and leave the polling area. Your eligibility will be resolved later, if necessary.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the voting place and at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.
VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:
Those eligible to vote are: All full-time and regular part-time employees in the following classifications employed by the Employer at its 29501 Clayton Road, Wickliffe, Ohio facility: alloy technician, autoclave operator, clean & cap operator, core inspector, dedicated wax wall operator, dip utility, foundry furnace helper, frontend technician, grain etch operator, grain/laue inspector, knock-out/cut-off operator, laue inspector, layout technician, maintenance helper, maintenance technician, met lab technician, revert technician, rework technician, robot operator, rough clean department trainer, rough clean technician, sandblaster, shipping/receiving clerk, senior grain reader, senior met lab technician III, senior water jet operator, sub-assembler, tooling technician, vacuum cast technician, vacuum cast technician I, vacuum cast technician II, washout operator, water blast operator, wax assembler, wax auditor, wax dresser, wax injector, wax technician, and working leads, who were employed by the Employer during the payroll period ending Sunday, March 13, 2022.

EMPLOYEES NOT ELIGIBLE TO VOTE:
Those not eligible to vote are: All other employees, including employees employed at the Employer's Eastlake, Ohio facility in the classifications of CMM helper, CNC operator, CNC/snag operator, dimensional inspector, dot marker, finishing department trainer, finishing operative, FPI level I, FPI level II, gage control technician, gage control technician II, MRB salvage technician, quality technician, robot operator, sandblaster, shipping/receiving clerk, visual inspector, wall operator, working lead, x-ray level I operator, and x-ray level II operator, and all temporary employees, document control employees, engineering technicians, senior process control technician, office clerical employees, guards, and supervisors as defined in the Act.

DATE, TIME AND PLACE OF ELECTION

<table>
<thead>
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<th>Date</th>
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<td>29501 Clayton Rd. Wickliffe, OH 44902</td>
</tr>
<tr>
<td>Saturday, April 23, 2022</td>
<td>6:30 a.m. to 7:30 a.m. and 6:30 p.m. to 7:30 p.m.</td>
<td>29501 Clayton Rd. Wickliffe, OH 44902</td>
</tr>
</tbody>
</table>

EMPLOYEES ARE FREE TO VOTE AT ANY TIME THE POLLS ARE OPEN.
ALL BALLOTS WILL BE MINGLED AND COUNTED IMMEDIATELY AFTER THE CONCLUSION OF THE LAST VOTING SESSION.
NOTICE OF ELECTION

UNITED STATES OF AMERICA
National Labor Relations Board
08-RC-284844

OFFICIAL SECRET BALLOT
For certain employees of
PCC AIRFOILS, LLC

Do you wish to be represented for purposes of collective bargaining by
IUE-CWA, THE INDUSTRIAL DIVISION OF THE COMMUNICATION WORKERS OF AMERICA (CWA), AFL-CIO, CLC?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

NO

DO NOT SIGN OR WRITE YOUR NAME OR INCLUDE OTHER MARKINGS THAT WOULD REVEAL YOUR IDENTITY. MARK AN “X” IN THE SQUARE OF YOUR CHOICE ONLY. If you make markings inside, or anywhere around, more than one square, return your ballot to the Board Agent and ask for a new ballot. If you submit a ballot with markings inside, or anywhere around, more than one square, your ballot will not be counted.

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.
 RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside of the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or the mail ballots are dispatched in a mail ballot election
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (216)522-3715 or visit the NLRB website www.nlrb.gov for assistance.