On April 6, 2022, Jorge Mejia (Petitioner) filed a representation petition (the Petition) under Section 9(c) of the National Labor Relations Act (the Act) seeking to decertify General Teamsters, Airline, Aerospace and Allied Employees, Warehousemen, Drivers, Construction, Rock and Sand, Local 986, an affiliate of the International Brotherhood of Teamsters (Union) as the exclusive collective bargaining representative of Route Service Representatives and Lead Persons (Unit) employed by UniFirst Corporation (Employer) out of its facility located in Gardena, California. There are approximately 15 employees in the Unit.

A hearing on this matter was scheduled for April 27. Following the Union’s April 18 request for a postponement of the hearing, the Region issued an Order Rescheduling Hearing on April 19, rescheduling the hearing to May 4. Thereafter, the Union, the Employer, and the Petitioner (collectively, the Parties), entered into a Stipulation of Record for Pre-Election Hearing (Stipulation), wherein the Parties agreed to twenty-one itemized stipulations, including the appropriateness of the proposed bargaining unit, the Union’s labor organization status, the Employer’s commerce information, and certain manual election details. On May 2, the Regional Director approved the Stipulation and cancelled the May 4 hearing.

The only issue left to be determined following the Stipulation is whether the successor bar rule applies to this case, such that the Petition should be dismissed. In item ten of the
Stipulation, the Parties agreed to submit written briefs on the successor bar issue to the Region by May 9. On May 9, the Employer and the Union e-filed their respective briefs. The Petitioner did not e-file a brief. As set forth in more detail below, the Union asserts an election under the Petition is barred by the Board’s successor bar doctrine, while the Employer contends the successor bar doctrine does not apply.

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the Board. For the reasons set forth below, based on relevant Board law and the entirety of the record, and after careful consideration of the parties’ briefs, I find that the successor bar doctrine does not apply and there is no bar to processing the Petition. Accordingly, consistent with the Stipulation, I shall direct a manual election be held.

I. FACTS

Budget Uniform Rental, Inc. Industrial Drivers (“Predecessor Employer”) and the Union were parties to a collective bargaining agreement effective June 6, 2016 through June 6, 2022, which covered the following unit of employees:

All employees in the classifications of Route Service Representative (“RSR”) and Lead Person, who handle or work from automotive equipment for the purpose of making pickups, deliveries, service calls or solicitations on behalf of the Employer.2

Article 31 of the collective bargaining agreement provided the following regarding successor:

ARTICLE 31 – SUCCESSORS

Section 31.1 – In the event that the ownership of the business presently being operated by the Employer at ________________ is changed by sale, merger, or in any other manner, this Agreement shall be included as a condition of such change or of transfer, and shall run to its conclusion as the Agreement of the successor Employer, so long as the successor Employer is located within the jurisdiction of [the Union]. The Union binds itself to hold this Agreement in force to its termination and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without the consent of the parties hereto. It is further agreed that this clause will not apply in cases where an Employer is selling off particular stops or routes that do not represent a substantial portion of the Employer’s business.

On or about December 31, 2021, the Employer acquired the Predecessor Employer’s assets. On about December 30, 2021, the Employer and the Union entered into a Recognition and Assumption Agreement, which took effect on or about December 31, 2021, and provided the following:

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2 The Union and the Predecessor Employer were parties to another collective bargaining agreement that covered a bargaining unit of office clerical employees. That unit is not at issue in this matter.
Whereas [Predecessor Employer] and [Employer] have entered into an agreement whereby [Employer] will acquire certain assets of [Predecessor Employer] on or about December 31, 2021.

[Employer], having been provided a copy of the collective bargaining agreement currently in effect with [the Union] and desiring to continue the productive and harmonious relationship that exists, [the Employer] has agreed to recognize [the Union] and assume the current collective bargaining agreements covering the represented employees and will continue to employ the represented employees pursuant to the terms of the collective bargaining agreements.

The Recognition and Assumption Agreement explicitly stated that it “shall become effective the day following the [c]losing of the [t]ransaction” between the Predecessor Employer and the Employer, as described above. The Union’s representative signed the Recognition and Assumption Agreement on December 30, 2021. The Employer’s representative signed but did not date the signature.

The Parties stipulated that the Employer is a successor of the Predecessor Employer, adopted the Predecessor Employer’s contract with the Union, and did not set initial terms and conditions of employment unilaterally. There is no record evidence of any bargaining sessions that have taken place since the Employer and the Union executed the Recognition and Assumption Agreement.

II. THE SUCCESSOR BAR DOCTRINE

a. Board Law

An employer is a successor employer, obligated to bargain with its predecessor’s incumbent union, when there is a “substantial continuity” of the employers’ business operations and a majority of the successor’s employees were employed by the predecessor. See Fall River Dyeing & Finishing Corp., 482 U.S. 27, 42–44, 46–47 (1987); NLRB v. Burns International Security Services, Inc., 406 U.S. 272, 280 fn. 4 (1972). However, a successor is not required to adopt its predecessor’s collective-bargaining agreement with the incumbent union and can set initial terms and conditions of employment unilaterally without first bargaining with the incumbent union, except in “instances in which it is perfectly clear that the new employer plans to retain all of the employees in the unit” and does not announce different initial terms at the time it offers continuing employment. See Spruce Up Corp., 209 NLRB 194, 195, fn. 6 (1974) (quoting Burns, above at 294–295).

Under the successor bar doctrine, the Board will not process a petition for a reasonable period of time “in those situations where [a successor employer] has abided by its legal obligation to recognize an incumbent union, but where the contract-bar doctrine is inapplicable, either because the successor has not adopted the predecessor’s collective-bargaining agreement or because an agreement between the union and the successor does not serve as a bar under existing rules.” UGL-UNICCO Service Co., 357 NLRB 801, 808 (2011) (citing St. Elizabeth
Manor, Inc., 329 NLRB 341 (1999). The UGL-UNICCO Board identified two examples where an agreement between the union and the successor does not serve as a bar under existing rules, including an agreement of less than 90 days, see Crompton Co., 260 NLRB 417, 418 (1982), and an interim agreement that is intended to be superseded by a permanent agreement, see Bridgeport Brass Co., 110 NLRB 997, 998 (1954). The UGL-UNICCO Board further refined the “reasonable period of bargaining” in which the incumbent union would be protected from challenge, ranging from six months to twelve months depending on the facts of the case. 357 NLRB at 808-09.

b. Positions of the Parties

The Employer contends that the successor bar doctrine does not apply in cases like this where a successor employer has recognized the Union and adopted the predecessor employer’s collective bargaining agreement. In support of this position, the Employer argues that the UGL-UNICCO Board adopted the successor bar doctrine essentially as articulated in St. Elizabeth Manor, 329 NLRB 341, 344 (1999), a case in which the Board explicitly recognized that the successor bar rule does not apply to a successor that adopts the predecessor’s collective bargaining agreement. The Employer argues that the UGL-UNICCO Board’s six month to twelve month “reasonable period of bargaining” obligation does not apply when a successor has adopted the predecessor’s contract because there is no need to “bargain” for any period of time because there is already a labor agreement in place. In other words, the balance and concerns articulated by the UGL-UNICCO Board simply do not exist where the successor employer immediately adopts the predecessor’s collective bargaining agreement.

The Union contends that under UGL-UNICCO, the Board’s successor bar doctrine creates a conclusive presumption of majority support for the previously chosen representative for a “reasonable period of time,” preventing any challenge to the union’s status. 357 NLRB 801 (2011). Thus, where a successor employer assumes a short-duration contract, or otherwise adheres to the predecessor’s terms and conditions, the Board will limit the successor bar’s duration to six months, “measured from the date of the first bargaining meeting between the union and the successor employer.” Id. at 809. The Union contends that the six-month period applies where a successor employer has expressly adopted existing terms and conditions of employment because “successorship remains a destabilizing situation, but the impact on the union and the employees it represents is significantly mitigated, because the new employer has accepted the collectively bargaining status quo (if not the predecessor’s contract, assuming one was in effect). Id. at 809. The Union asserts that it is clear that this bright line six-month successor bar applies here where the successor Employer actually assumed its predecessor’s collective bargaining agreement with the Union and the decertification petition was filed only a little over three months thereafter.3 Thus, the Union maintains that the Petition should be dismissed so that the new bargaining relationship can be given a fair chance to succeed.

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3 The Union acknowledges the fact that the contract assumed by the Employer on or about December 31, 2021, was set to expire in June 2022 and, therefore, the instant Petition was filed during the appropriate window period prior to expiration. It also acknowledges that had the predecessor Employer remained the Employer and there had been no change in ownership, the six-year CBA would not have precluded the filing of the Petition because it was a contract of more than three years. It notes, however, that had the Employer and the Union entered into a new collective bargaining agreement with a three-year duration, as opposed to simply assuming the Predecessor Employer’s
c. Application of Board Law to This Case

Given the specific facts of this case, I find that the successor bar doctrine does not apply. As set forth above, the UGL-UNICCO Board articulated that the successor bar only applies where the successor employer has lawfully recognized an incumbent union and the contract bar does not apply because the successor has failed to adopt the predecessor’s collective bargaining agreement with the union or because an agreement between the union and the successor does not serve as a bar under existing rules. See 357 NLRB at 808. Here, it is undisputed that the Employer is the successor of the Predecessor Employer and abided by its legal obligation to recognize the Union as the collective bargaining representative of its employees. Additionally, the Employer, by entering into the Recognition and Assumption Agreement with the Union, expressly and unequivocally adopted the collective bargaining agreement previously in effect between the Union and the Predecessor Employer. Finally, the Recognition and Assumption Agreement is sufficient to operate as a bar under existing rules.

As stated above, the UGL-UNICCO Board provided two examples of agreements considered insufficient for the purposes of the contract bar. See 357 NLRB at 808, n. 27. First, an agreement lasting less than 90 days will not bar a petition. See Id. citing Crompton Co., 260 NLRB 417, 418 (1982). Second, an interim agreement that is intended to be superseded by a permanent agreement, will not bar a petition. See Id., citing Bridgeport Brass Co., 110 NLRB 997, 998 (1954). Neither of these examples applies to the Recognition and Assumption Agreement in this case. First, the Recognition and Assumption Agreement does not last less than 90 days; rather, it incorporates the terms of the collective bargaining agreement between the Predecessor and the Union, including the expiration date and, therefore, is valid about December 31, 2021 until June 6, 2022. Second, there is no evidence that the Recognition and Assumption Agreement was intended to be a temporary “stopgap” agreement in place until a final agreement is reached. On the contrary, the Recognition and Assumption Agreement constitutes the Employer’s express assumption of the terms and conditions of employment provided in the Predecessor’s collective bargaining agreement, without any modifications. Moreover, the Recognition and Assumption Agreement makes no reference to continued bargaining between the Employer and the Union related to employees’ terms and conditions of employment that would serve to supersede the agreement and there is no record evidence that the parties are currently engaged in bargaining for a new collective bargaining agreement. Instead, by signing the Recognition and Assumption Agreement, the Employer and the Union adopted the prior collective bargaining agreement.

This determination squares with the Board’s longstanding precedent that when a successor employer enters into an agreement with a union to adopt the predecessor’s collective bargaining agreement, it constitutes a new contract. See Chrysler Corp., 153 NLRB 578 (1965); Mid-Continent Carton Corp., 131 NLRB 423 (1961); Metropolitan Coach Lines, 112 NLRB 1429 (1955); Stubnitz Greene Spring Corp., 113 NLRB 226 (1955). In Stubnitz Greene Spring Corp., the Board found that although an MOU between a successor employer and a union purported to continue in force the terms of an earlier contract between the union and the collective bargaining agreement, there would have been a contract bar in place for an additional three years. The Union contends that this fact highlights the very purpose of and rationale behind the successor bar doctrine.
predecessor, it was actually a new contract because, “it was executed by the [union] and a new employer not a party to the prior agreements.” 113 NLRB 226, 228. The Board held, “The fact that the terms of the [successor’s] contractual obligations are identical with those of its predecessor does not alter the fact that they are new obligations, separately undertaken, which constitute the initial contract between the parties.” Id. Similarly, in *Mid-Continent Carton*, the Board held that the successor had entered into a new contract with the union, “incorporating by reference all applicable terms and conditions, including the termination date of the contract with the [predecessor].” 131 NLRB 423, 424. There, the successor employer signed an agreement very similar to the Recognition and Assumption Agreement at issue here and the successor agreed to retain all of the predecessor’s employees, and to adopt the terms, conditions, and obligations in the contract between the predecessor and the union. Id. The Board found that the term of the parties’ new contract began on the date the successor signed the agreement to adopt the predecessor’s contract and ran until the expiration date of the predecessor’s contract. Id. The Board then applied the contract bar analysis and found that the petition in that case was untimely. *Id.*

Applying this rationale to the instant matter, I find that on or about December 31, 2021, the Employer and the Union entered into an initial collective bargaining agreement, which incorporated all of the terms and conditions of the predecessor’s agreement, including the expiration date of June 6, 2022. Thus, the parties entered into an initial contract with a duration of just over six months.4 In other words, the Recognition and Assumption Agreement constitutes an enforceable contract under Board law which is sufficient to at least implicate the contract bar and, therefore, the successor bar does not apply. In situations where an employer and a union have entered into a collective-bargaining agreement, the Board will apply the “contract bar” to the processing of a petition during the term of the agreement, but for no longer than 3 years, and, during that period, will dismiss all representation petitions except those that are filed during the open period from 60 to 90 days before expiration of the agreement. *Mountaire Farms, Inc.*, 370 NLRB No. 110, slip op. at 1 (Apr. 21, 2021), citing *General Cable Corp.*, 139 NLRB 1123, 1125 (1962), and *Leonard Wholesale Meats, Inc.*, 136 NLRB 1000, 1001 (1962).

To invoke the contract bar doctrine, an agreement must be reduced to writing, must be signed by all parties prior to the filing of a petition, and must contain substantial terms and conditions of employment sufficient to stabilize the bargaining relationship. *Appalachian Shale Co.*, 121 NLRB 1160, 1162-63 (1958). I find that the Recognition and Assumption Agreement

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4 The Union is correct in pointing out that if the Employer and the Union entered into a brand new CBA with a three year duration, as opposed to simply assuming the predecessor CBA with its original expiration date, there would have been a three-year contract bar in place since there had already been an open period of three years during which time an employee could have filed a decertification petition and they elected to do so. This hypothetical, however, does not support a different outcome in the instant case. Rather, this hypothetical demonstrates that the policy rationale behind the successor bar doctrine – that the new bargaining relationship “must be permitted to exist and function for a reasonable period in which it can be given a fair chance to succeed” – would not apply because the parties would have agreed to a new three-year CBA and, therefore, the bargaining relationship was given the fair chance to succeed. In addition, this hypothetical does not implicate the contract bar doctrine modifications set forth in *UGL-UNICCO*, modifications made by the Board to address the potential that a challenge to an incumbent union’s majority status could be precluded for an unreasonably long period of time “should insulated periods based on the successor bar and the contract-bar doctrines run together.” As the Union points out, an employee could have filed a decertification at any point after June 2019 since the predecessor contract was a six-year contract.
has all of the characteristics required for a contract to bar processing of a petition under *Appalachian Shale*: it is in writing, signed by both parties prior to the filing of the Petition, and contains substantial terms and conditions of employment. Regarding the third characteristic, as stated above, there is no evidence that this agreement was a temporary measure and something less than a “complete” agreement. Rather, the Recognition and Assumption Agreement adopted the terms of the Predecessor Employer’s agreements without any modifications. It, therefore, governed all terms and conditions of employment set forth in the Predecessor Employer’s agreement, sufficient to stabilize the bargaining relationship.5

Accordingly, the Recognition and Assumption Agreement constituted an enforceable contract between the Employer and the Union which, under existing rules, would be sufficient to serve as a bar had the Petitioner failed to file the Petition in the appropriate window period. As such, the successor bar doctrine does not apply.

III. Conclusions and Findings

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

1. 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 herein.6

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

3. I find there is no successor bar to this proceeding. I also find there is no contract bar, or any other bar, to this proceeding.7

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

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5 It may be argued that because the Recognition and Assumption Agreement does not contain an explicit expiration date that it cannot arguably serve as a bar. However, this argument must fail because by explicitly assuming the terms and conditions of the predecessor collective bargaining agreement, that necessarily must include the expiration date along with all the other terms and conditions.

6 The Employer, UniFirst Corporation, a Massachusetts corporation with an office and place of business located at 1702 W. 134th Street, Gardena, CA 90249, the only facility involved herein, is engaged in providing industrial linen services including rental, sale, and laundering of work apparel and industrial textiles. During the past 12 months, a representative period, the Employer purchased and received goods valued in excess of $50,000 directly from points located outside the State of California.

7 None of the parties have asserted that a contract bar applies in this case. In fact, as noted above, the Union concedes that the Petition was filed during applicable window period between 60 to 90 days before expiration of the contract.
The following employees of the Employer constitute a unit (the Unit) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

**Included:** All full-time and regular part-time Route Service Representatives and Lead Persons employed by the Employer at or out of its facility located at 1702 W. 134th Street, Gardena, California 90249.

**Excluded:** All other employees, office clerical employees, guards, and supervisors as defined by the Act.

Thus, for the reasons detailed above, I will direct a manual election in the Unit above, which includes approximately 15 employees.

**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 **GENERAL TEAMSTERS, AIRLINE, AEROSPACE AND ALLIED EMPLOYEES, WAREHOUSEMEN, DRIVERS, CONSTRUCTION, ROCK AND SAND, LOCAL 986, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**.

**A. Election Details**

The election will be held on **Thursday, June 9, 2022**, from **5:00 a.m. to 6:00 a.m.** in the **outdoor, tented break room in the parking lot** located at 1702 W. 134th Street, Gardena, CA 90249. The election ballots and Notice of Election will be in English and Spanish.

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election. Prior to the date of the manual ballot election in this case, the Regional Director may reassess the COVID-19 infection rates in Los Angeles County. The Regional Director may, in accordance with guidance set forth in **Aspirus Keweenaw**, 370 NLRB No. 45 (2020), determine that the scheduled manual ballot election cannot be safely conducted, and the Regional Director may cancel, postpone, or order a mail ballot election. If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election, or the method of the election.

In addition, the election will be conducted consistent with the following safety protocols:

- Each party will be allowed one representative and one observer to attend the pre-election conference and the ballot count.

- Individuals present in the polling area must maintain six feet of distance from any other person, and individuals who are not a party, party representative, or an observer, must stay at least 15 feet away from the Board agent at the pre-election conference and the ballot count.
• Each party will be permitted to have one observer present during each polling period, and observers cannot be switched, replaced, or substituted in the middle of a polling period.

• There will be three voter lists, one for each observer.

• Only one voter will approach the observers’ tables and election booth(s) at a time to ensure social distancing.

• After clearance by the observers, the Board agent will place an individual ballot on a table for the voter and then step back to maintain social distance.

• The polling area will be set up with the following tables:
  o One table for each observer with plexiglass barriers on three side of the table that are sufficient size to protect the observers;
  o One table for the Board agent with plexiglass barriers on three sides of the table that are of a sufficient size to protect the Board agent;
  o One table for the Board agent to place ballots on for voters to pick up;
  o One table for the ballot box; and
  o Tables equal in number to the election booths to be used, about which the Board agent will inform the parties during the pre-election conference.

• All tables in the polling area must be at least six feet apart.

• The Employer will provide markings on the floor to remind/enforce social distancing, including:
  o Marking spaces six feet apart outside of the polling area for voters waiting in line to vote; and
  o Marking separate entrance and exit points for the polling area, including markings to depict safe traffic flow throughout the polling area.

• The Employer will provide sufficient disposable pencils without erasers for each voter to mark their ballot.

• The Employer will provide masks, hand sanitizer, gloves, and wipes for observers.

• The Employer will provide glue sticks or tape to seal challenge ballot envelopes.
• All voters, observers, party representatives, and other participants must wear masks or face coverings in all phases of the election, including the pre-election conference, in the polling area, or while observing the count. Signs will be posted in or immediately adjacent to the Notice of Election to notify voters, observers, party representatives, and other participants of this requirement. The Board agent has the discretion to advise anyone who is not properly masked to leave the voting area, pre-election conference, or count, and return when properly masked. The parties waive their right to file objections if the Board agent asks someone to leave the voting area, pre-election conference, or count because they are not properly masked.

• An inspection of the polling area will be conducted by video conference at least 24 hours prior to the election so that the Board agent and parties can view the polling area.

B. Voting Eligibility

Eligible to vote are those in the Unit who were employed during the payroll period ending **Saturday, May 14, 2022**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In the event the Regional Director later orders a mail ballot election, employees will be eligible to vote if they are in the Unit on both the payroll period ending date and on the date they mail in their ballots to the Board’s designated office.

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

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

C. Certifications Required

1. No earlier than 48 hours before the election but no later than 24 hours before the election, the Employer must:

   • Certify in writing that the polling area is consistently cleaned in conformity with established CDC hygienic and safety standards; and
   • Certify in writing how many individuals have been present in the facility within the preceding 14 days, who:
have tested positive 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) 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, or shortness of breath; or
- have had direct contact with anyone in the previous 14 days who has tested positive for COVID-19 (or is awaiting test results 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).

2. Each party, party representative, and observer participating at the pre-election conference, serving as an election observer, or participating in the ballot count, must certify in writing that, within the preceding 14 days:

- they have not tested positive for COVID-19 (or 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;
- they are not awaiting results of a COVID-19 test; and
- they have not had direct contact with anyone in the previous 14 days who has tested positive for COVID-19 (or who is awaiting test results 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).

3. All parties have agreed to notify the Regional Director, within 14 days after the day of the election, if any individuals who were present in the facility on the day of the election:

- have tested positive 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) 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, or 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 has been directed by a medical professional to proceed as if they have tested positive for COVID-19, despite not being tested).

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.
UniFirst Corporation  
Case 31-RD-293665

To be timely filed and served, the list must be received by the Regional Director and the parties by **Tuesday, May 24, 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.

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 in conspicuous places, including all places where notices to employees in the Unit found appropriate are customarily posted. English and Spanish-language versions of the Notice of Election will be sent by the Region separately. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the Unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. **The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election.** For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.
RIGHT TO REQUEST REVIEW

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

A request for review must be E-Filed through the Agency’s website and may not be filed by facsimile. To E-File the request for review, go to www.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, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency’s E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board’s granting a request for review will stay the election in this matter unless specifically ordered by the Board. 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: May 20, 2022

Danielle M. Pierce, Acting Regional Director
National Labor Relations Board, Region 31
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Los Angeles, CA 90064-1753