JD–24–25
Pittsburgh, PA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

ALL METALS RECYCLING, LLC, AND
ALIQUIPPA RECYCLING & METALS
PROCESSING, LLC, AS A SINGLE-
INTEGRATED ENTERPRISE

and Case 06–CA–316870

LAXAVIER CRUMB, an Individual

Kathryn Black, Esq. and
Kristin White, Esq.,
for the General Counsel.
Manning J. O'Connor II, Esq.,
Jennifer P. Richnafsky, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

SUSANNAH MERRITT, Administrative Law Judge. This case was tried in Pittsburgh, Pennsylvania, on December 2-3, 2024. Laxavier Crumb (Crumb), an individual, filed the original charge on April 26, 2023, the first amended charge on February 7, 2024, the second amended charge on March 8, 2024, the third amended charge on March 28, 2024, and the fourth amended charge on October 18, 2024. The Regional Director of Region 6 of the National Labor Relations Board (the Board) issued the complaint and notice of hearing on April 3, 2024, and amended complaint and notice of hearing (complaint) on October 21, 2024. The complaint alleges that All Metals Recycling, LLC (All Metals) and Aliquippa Recycling & Metals Processing, LLC (Aliquippa) (collectively Respondents) are a single-integrated enterprise that violated Section 8(a)(1) of the National Labor Relations Act (the Act) by: (1) instructing employees not to discuss wages with one another; (2) promulgating and maintaining an unwritten rule prohibiting discussions among employees about their wages; and (3) laying off Crumb because he violated the rule and in retaliation for concertedly making complaints about wage inequities amongst employees.

Respondents deny the allegations set forth in the complaint and deny the "single integrated enterprise" allegations, contending that the claims against Aliquippa are time-barred because only All Metals, and not Aliquippa, was named in Crumb's initial timely filed charge.[1]

The counsel for the General Counsel (hereafter General Counsel) and Respondents filed posthearing briefs, which I have read and considered. Based on those briefs and the entire record in the case, including testimony of the witnesses,[2] I make the following

FINDINGS OF FACT

I. Jurisdiction

It is admitted that at all material times, All Metals and Aliquippa have been limited liability companies with offices and places of business located at 471 Railroad Street, Rochester, PA 15074, and 12 Woodlawn Road, Aliquippa, PA 15001, and have been engaged in the business of metal recycling. In conducting their operations, Respondents sold and shipped from their facilities goods valued in excess of $50,000 directly to points outside the Commonwealth of Pennsylvania and have performed services valued in excess of $50,000 in States other than the Commonwealth of Pennsylvania, including by providing services for customers in Ohio and West Virginia. Thus, I find that Respondents are each employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. Alleged Unfair Labor Practices

Respondents

All Metals is a registered metal scrap processing and recycling facility and is solely owned by Remo Bazzoli (Remo).[3] Remo's son, Keenan Bazzoli (Keenan), has been the trader in charge of buying and selling scrap for the company at all relevant times. Keenan was also named vice president for All Metals in January 2023. All Metals is a scrap metal

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[1] Aliquippa was first named as a single integrated enterprise with All Metals in the fourth amended charge which was filed on October 18, 2024, outside of the 10(b) statutory time-period. (GC Exh. 1(p).) Abbreviations used in this decision are as follows: "Tr." for transcript; "GC Exh." for General Counsel's Exhibit; "R. Exh." for Respondent's Exhibit; "GC Br." for General Counsel's brief; and "R. Br." for Respondent's brief.

[2] Certain of my findings are based on witness credibility. A credibility determination may rest on various factors, including "the context of the witness' testimony, the witness' demeanor, the weight of the respective evidence, established or admitted facts, inherent probabilities and reasonable inferences that may be drawn from the record as a whole." *Double D Construction Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001) (citing *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996)), enfd. sub nom. 56 Fed.Appx. 516 (D.C. Cir. 2003). In making credibility resolutions, it is well established that the trier of fact may believe some, but not all, of a witness' testimony. *NLRB v. Universal Camera Corp.*, 179 F.2d 749 (2d Cir. 1950). Where there is inconsistent evidence on a relevant point, my credibility findings are specifically addressed.

[3] As this case involves two key representatives of Respondents with the same last name, I am identifying them by their first names in this decision for purposes of clarity.

recycling company that generates most of its revenue by selling scrap metal to steel mills and larger scrap yards. All Metals operates two scrap yards, one located at 471 Railroad Street in Rochester, Pennsylvania (Rochester yard), and one located at 12 Woodlawn Road in Aliquippa, Pennsylvania (Aliquippa yard). All scrap is received by and sold from the Rochester yard and the Aliquippa yard is for processing the scrap metal. All administrative functions are performed in an office in the Rochester yard. (Tr. at 138–139, 154, 80, 100–102; Jt. Exh. 5 at par. 4.)

Aliquippa is a registered scrap processing and recycling facility and is solely owned by Remo. Keenan has been Aliquippa's vice foreman and trader at all relevant times. Aliquippa has places of business in the same yards as All Metals: the Rochester and Aliquippa yards. Employees receiving paychecks from Aliquippa work out of both yards and are regularly switched between yards depending on Respondents' needs. When he was asked to describe the difference between the two companies, Remo testified that Aliquippa vets employees and sends them their paychecks and All Metals is the name the company trades on when it sells or buys product. Respondents assert that All Metals "has no employees" and that all of the employees working out of the yards are solely employed by Aliquippa. There are three salaried employees: Keenan, Controller Christopher O'Malley (O'Malley), and Supervisor Chris Bokor (Bokor). (Tr. at 75–76, 112, 136, 138–139; GC Exh. 7; GC Exh. 8; Jt. Exh. 5 at par. 3.)

O'Malley is the controller for All Metals[4] and performs all of the accounting work for both entities as well as being in charge of placing job postings for Aliquippa on third party platforms such as Indeed. When Aliquippa seeks to hire people for employment, it advertises those jobs under the banner of "All Metals" on its own website as well as on third-party websites like Indeed. When new employees are hired they fill out a Personal Information Form with an "All Metals" header that asks for the employee's name address, birth date and emergency contact information. They also sign a Personal Protective Equipment Policy form, that contains the names of both entities (All Metals and Aliquippa). Aliquippa submits payroll demands for all of its employees to All Metals every 2 weeks. All Metals transfers the money to Aliquippa to meet the payroll demand and then (after taxes are paid out) Aliquippa pays the employees. In addition, Respondents submitted several reports regarding employees who purportedly worked solely for Aliquippa, but the headings of those spreadsheets were entitled "All Metals Recycling- 20 Membership Roster." (GC Exh. 6, GC Exh 7; R. Exh. 31; Tr. at 18, 22, 77, 108; GC Exh. 2; GC Exh. 3 at 1; GC Exh. 5; GC Exh. 10; GC Exh. 11; Jt. Exh. 5 at par. 8.)

Significantly, in the position statements submitted to the Region during the investigation of the charge, Respondents' representative identified All Metals, with no mention of Aliquippa, as the entity that both hired and laid off Charging Party Crumb. (Jt. Exhs. 2–4.)

[4] O'Malley's email signature reads: "Christopher O'Malley, Controller, All Metals Recycling, LLC," and his email address is comalley@allmetrec.com. (Jt. Exh. 1.)

Laxavier Crumb

Crumb began working at the Aliquippa yard through a temporary agency called Career Advantage in June 2022.[5] He was initially interviewed in the Rochester administrative offices by Keenan, who decided to bring Crumb on because he had some scrap metal as well as heavy equipment experience. Although he did not have any experience operating a crane, Crumb was hired on as a crane operator and he was trained on the jobsite. Crumb was supervised by Chris Bokor (Bokor), who oversaw all of Crumb's work at the Aliquippa yard. When Crumb started working at the Aliquippa yard, there were about three other crane operators on site.[6] However, by early August, the other crane operators had all left, leaving only Crumb and Bokor to perform the crane work. Crumb regularly worked 60-hour weeks and Bokor assigned him his daily tasks, such as operating a crane, loading trucks, operating the front loader, and sorting materials. In August and September, Respondent hired two more crane operators for the Aliquippa yard: Fred Kuppinger (Kuppinger) and Joe Bokor.[7] Even though Kuppinger had more crane experience than Crumb, Bokor took him out of the crane and had him working in the loader and performing laborer work, while he continued to have Crumb working the crane. (Tr. at 19, 20, 23–25, 27, 55, 64, 126, 128–129, 139, 189, 193, 221–222; GC Exh. 6.)

Bokor was the only salaried supervisor working out of the Aliquippa yard and he assigned the work to all of the Aliquippa yard employees. Bokor would assign employees to their daily work assignments such as whether they would perform crane work, work the loaders, burn metals, perform general laborer work, or load the barges when they came in. As Bokor himself testified "I was the one that made all the decisions there [Aliquippa yard], you know what I mean?" (Tr. at 131.) In cases where the Rochester yard needed an extra employee, Bokor would evaluate the Aliquippa yard's needs for the day and then decide which employee to send over to the Rochester yard. He also assigned employee hours selecting which employee needed to come in early or stay late depending on his assessment of the yard's materials and needs each day. He admitted that he would usually choose Crumb to work those extra hours when the barges came in and needed to be loaded. (Tr. at 26, 63–64, 120, 123, 126–128, 131.)

In October, Career Advantage contacted Keenan to let him know that Crumb's contract with the agency was up as Crumb had completed 720 hours of work for Respondent. Under the agreement with Career Advantage, once an employee worked 720 hours, Respondents could either hire the individual directly or not renew the individual's placement. After being contacted by Career Advantage, Keenan called Bokor and asked his opinion about how Crumb was doing on the job. Bokor reported that Crumb was learning the crane and consistently showed up for work and that Crumb was doing well overall. As a result, Keenan decided to bring Crumb on full-time as a crane operator. Keenan admitted in testimony that Bokor was the only one who had hands-on knowledge of Crumb's performance, which is

[5] All dates herein are in 2022, unless otherwise noted.

[6] These were: Justin Brewer, Tyler Klinegensmith, and Zach (last name unknown). (Tr. at 19, 125; GC Exh. 6.)

[7] Joe Bokor, who was Chris Bokor's son, had significant crane experience and Remo hired him on as a Foreman. (Tr. at 128, 189-190.)

why he checked in with Bokor before hiring Crumb. Crumb was paid $20 an hour while he was employed by the temporary agency, but his pay rate increased to $22 an hour when he was hired by Respondents.[8] (Tr. at 129, 144, 90; Jt. Exh. 4 at 3.)

Bokor and Keenan Instructed Employees not to Discuss Wages

In August, when Kuppinger was hired as a crane operator at the Aliquippa yard, Keenan told him not to discuss wages with his coworkers and Bokor also told him that it was not a good idea for employees to discuss wages with their coworkers because not everyone had the same wage.[9] (Tr. at 60, 65; GC Exh. 6.) Around the time that Crumb was hired in late October, he spoke with Kuppinger at least two times asking him what he was making so that Crumb could get a good feel for how much he should ask for when he was hired by the Company. Kuppinger avoided answering Crumb's questions directly but told him instead what he thought Crumb could expect to make. Crumb also asked another crane operator Justin Brewer (Brewer) about his hourly wage and Brewer informed him that the employees did not really talk about wages because it was frowned upon by Bokor. In early November, after speaking with Kuppinger and Brewer, Crumb, who was disappointed with his new wage rate, approached Bokor directly in Bokor's office in the Aliquippa yard. At the meeting Crumb told Bokor that he thought he would be making more and that he believed that he was making the least amount of money of all of the crane operators at Aliquippa. Crumb also specifically mentioned that he knew that Kuppinger was making a higher wage than Crumb. Bokor responded that employees were not allowed to discuss wages because doing so created animosity and that Crumb should be grateful for what he got and not worry about what everyone else was earning.[10] During another conversation that took place in the lunchroom a

[8] Under the contract with Career Advantage, Respondents paid the temp agency a 57% premium on top of Crumb's salary, so Respondents ended up saving money by directly hiring Crumb in October, despite the fact that Crumb was receiving a higher wage. (Tr. at 190; Jt. Exh. 4 at 3.)

[9] Kuppinger's testimony with regard to these conversations was uncontested. Even though Respondent called both Bokor and Keenan to the stand after Kuppinger testified, Respondent's counsel did not ask either of them any questions to rebut Kuppinger's testimony.

[10] I credit Crumb regarding these exchanges as he was direct, unmediated, and thoughtful in answering questions about the exchange. Crumb's testimony was also corroborated by other witness testimony and evidence. Crumb provided immediate and straight-forward answers to questions from Respondent's counsel even when his responses did not put his case in the most advantageous light. For example, in this exchange during cross-examination:

> Q: When you went to see [Bokor] about your rate of pay, you were only going on your own behalf, right?
> A. Yes.
> Q. So other employees didn't ask you to speak for them with regard to your wages?
> A. No. (Tr. at 52.)

Bokor's testimony on this topic, on the other hand was vague, generalized, and self-serving. Rather than providing direct and straight-forward answers to his own counsel's direct examination questions, Bokor tended to provide spotty and halting responses during which he appeared to be paraphrasing and buying time. For example when he was asked on direct examination about the conversation with Crumb that took place in his Aliquippa office, he responded: "He brought up another operator that was making more, you know what I mean, and I'd said, you know, what he makes is what he makes, and you know, what you make is what you make, you know? I mean, that guy had 10, 15 years of experience compared to, you

few days later when the topic of wages came up, Bokor stated to Crumb "this is why we don't talk about wages." (Tr. at 26, 30–32, 56–57, 121, 129–130.)

Respondents' Financial Problems

In late October, Controller O'Malley received an invoice from a railroad company, which he was surprised by because Respondents' books indicated that the invoice had previously been paid. Upon contacting the vendor, O'Malley discovered that the vendor had not in fact been paid even though the Company's previous Controller Kathy Burson (Burson) had marked the invoice as paid in cash. Over approximately the next 5 days, O'Malley searched through Respondents' financial records to discover that Burson had siphoned a total of $500,000 off of the Respondents, by creating false entries in Respondents' QuickBooks system. Around this same time, prices for scrap metal were going down and Respondents' top customer Timken informed Remo that they would not be purchasing scrap from All Metals in November and December, due to fire damage that they had experienced at their facility, and another customer Cronimet informed Remo that they would be cutting their purchases by 50 percent starting in November. These losses are documented in All Metals' QuickBooks reports. (Tr. at 158, 171–172; R. Exh. 12.)

Meanwhile, All Metals had already been experiencing significant losses in 2022, with profit and loss statements showing a net income at negative $95,513 in June, negative $930,817 in July, negative $665,479 in August, negative $648,270 in September, negative $246,198 in October, with a modest increase of profits starting to show up in November ($55,021) and in December ($209,078). (GC Exh. 14 at p. 3.)

In light of all of this, in late October Remo was concerned for his Companies' future and decided that drastic action was needed to keep them solvent. Remo testified that his first move was to tell O'Malley to temporarily stop paying Remo his salary for the rest of the year. Then Remo, Keenan, and Bokor met and discussed a plan for dealing with the downturn in business and how the Company was going to cut costs, by performing more work in house (specifically burning), finding less expensive ways to move materials (using rail instead of trucks), and cutting personnel costs by 40 percent. In order to cut personnel costs, Remo decided he would cut the hours of most of his hourly employees and lay off three of its least experienced employees. Part of Remo's restructuring plan was to start a second shift at the yards in order to increase the companies' ability to burn metal in house. Remo explained that the Rochester yard could only have one person burning metal during a shift, so by adding a second shift, Respondents could burn more metal. As a result, he needed employees with significant yard experience to work the second shift, since there would be no

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know, him starting out three months into a crane . . . It's just, it was a conversation, me and—you know, we had, you know, and I tried explaining it to him, you know, the progression of, you know, running the crane and your experience. And you know, he—he commented that he was, you know, better than anybody in the yard at running a crane." (Tr. at 121–122.) It is striking that even on direct examination, Bokor's testimony was littered with his own commentary and side bars, rather than being limited to the content of the actual exchange. This made it difficult to decipher what Bokor recalled actually saying to Crumb as opposed to his interior monologue at the time. Meanwhile, Crumb's version of events was supported by Kuppinger's uncontested testimony that he was told by both Bokor and Keenan not to discuss wages with his coworkers.

mechanic or supervision on site during the second shift.[11] (Tr. 152-162.)

On November 14, Crumb was informed by Bokor and Keenan that he was being laid off because business was slow. No one told Crumb that they had any concerns with his work performance. On the same date, Respondents laid off two other employees that worked in the Rochester yard: crane operator Jamie Slatniske (Slatniske) who had been hired on May 9, 2022, and laborer Michael Aspeotes (Aspeotes), who had been hired on October 5, 2022. All three laid-off employees were told that they could be called back into work, once business picked up again.

After his layoff, Crumb called Keenan on January 4, 2023, to see if he could come back to work, but Keenan did not answer the phone. Crumb did not leave Keenan a voice mail message, but Keenan did text Crumb back writing, "Sorry I missed your call I'll give you a call in a little bit here." Crumb did not open Keenan's message until 25 days later on January 29, 2023. Keenan never contacted Crumb or called him back into work. (GC Exh. 4; Jt. Exhs. 1–4; Tr. at 33–35, 39, 86, 132, 136–138, 156–158, 190.)

Crane operator Slatniske also reached out to Keenan by text multiple times after the layoff to express that she wanted to come back to work. Initially, she wrote to Keenan the same day as the layoff texting: "Hope it picks up fast I want to come back already." Then on December 28, Slatniske texted Keenan, "Hey, why was Mike [Aspeotes] called back to work a month ago and I'm still out? I should have been back first this is a big issue and you know it was wrong. Would have shown up today to speak in person but I have the flu. I want my job back and my crane half the time no one even showed up. I am not happy about this." Keenan did not respond, and Slatniske texted him again on January 11, 2023, writing: "Hey Keenan! Any idea when I can come back yet?" Keenan did not respond to Slatniske's follow up text either and Slatniske was never called back to work. (GC Exh. 13; Tr. at 146–147.)

Aspeotes who was a laborer, not a crane operator, went back to work for Respondents in mid-December. In January 2023, Respondents took crane operator Brewer back after he served his jail sentence.[12] Crane operator John Cameron was moved from the Rochester yard to the Aliquippa yard a few weeks after Crumb's discharge.[13] In addition, Respondent advertised a job opening on Indeed beginning on April 12, 2023, for a scrap metal material handler. The job description requests applicants with experience with "Heavy Equipment, including cranes, forklifts, skidsteers, etc." Crumb was never called back into work and there is no evidence that Crumb contacted Respondents after calling Keenan on January 4, 2023,

[11] I found Remo Bazzoli to be a credible witness, especially when testifying about the financial hardships his company was facing during this time. He provided detailed descriptions of his business answering his counsel's open-ended questions with confidence and specificity. Much of his testimony regarding his business's lost profits in 2022, was corroborated by other witness testimony as well as documentary evidence.

[12] Brewer was an experienced crane operator who had worked for Respondents on and off for a long period of time. Crumb himself described Brewer as the best crane operator employed by Respondents. (Tr. 81, 221-222.)

[13] John Cameron was hired before Crumb and worked more hours than Crumb prior to Crumb's layoff. (GC Exh. 7; Tr. at 105.)

without leaving a voice mail message. (Tr. at 36, 66–67, 81, 133–134, 150; GC Exh. 10; GC Exh. 11; GC Exh. 6.)

III. DISCUSSION AND ANALYSIS

Single Integrated Enterprise

In the complaint, the General Counsel alleges that All Metals and Aliquippa are a single integrated enterprise. As set forth above, the Respondents contend that they are two separate entities and that Crumb was working solely for Aliquippa and not All Metals during the relevant time period, and as such the charge in this case was untimely filed because the original charge named All Metals as Respondent, rather than Aliquippa. I find that the record is clear that All Metals and Aliquippa are an integrated enterprise and constitute a single employer and that as such the charge was timely filed.

The test for determining whether two or more entities constitute a single employer is whether they lack the kind of arm's-length relationship that would normally characterize separate and independent companies. In applying this test, the Board focuses on four factors: (1) common ownership or financial control; (2) common management; (3) common control of labor relations; and (4) interrelation of operations. However, no single factor is considered determinative and all four need not be present. Rather, the Board considers all the circumstances to determine whether the test is met. See *Spurlino Materials, LLC*, 357 NLRB 1510, 1515 (2011), enfd. 805 F.3d 1131, 1141 (D.C. Cir. 2015), and cases cited therein. See also *NLRB v. Newark Electric Corp.*, 14 F.4th 152, 164 (2d Cir. 2021).

Applying the foregoing principles, I find that a preponderance of the evidence establishes that All Metals and Aliquippa, were a single integrated enterprise during the relevant period as alleged.

The first prong of the test is easily met as it is uncontested that Remo Bazzoli is the sole owner of both All Metals and Aliquippa. (Jt. Exh. 5 at pars. 1 and 2.)

With regard to common management and labor relations, these prongs are also met as Remo Bazzoli is the owner of both entities and his son, Keenan Bazzoli, is the vice president of All Metals and the vice foreman for Aliquippa. Keenan also held the role of trader for both entities during the relevant timeframe. Additionally, the parties stipulated that during the relevant period, Remo Bazzoli and Keenan Bazzoli handled all aspects of labor relations for Aliquippa. (Jt. Exh. 5 at par. 6.)

With regard to interrelation of operations, there are a multitude of examples of the integration of these two entities, who in practice use their names interchangeably. For example, job openings for Aliquippa are posted as job openings for All Metals on its website. Similarly, job postings placed by Controller O'Malley on third party websites such as Indeed are advertised as job openings at All Metals. New employees fill out a Personal Information Form which has and All Metals header and there is no reference to Aliquippa on the form. Likewise, both entities share the same Personal Protective Equipment Policy, which workers sign when they start

working out of the yards. (GC Exh. 2.) In addition, Respondent submitted several reports regarding employees who purportedly worked solely for Aliquippa, but the headings of those spreadsheets are entitled "All Metals Recycling- 20 Membership Roster." (GC Exh. 6, GC Exh 7; R. Exh. 31.) Financing is also intermingled as All Metals provides Aliquippa with funding to pay all of the Aliquippa employees on a biweekly basis. The parties also share work sites as All Metals and Aliquippa both work out of the Rochester and Aliquippa yards. Most telling of the entities' integrated relationship is the fact that in its position statements submitted to the Region during the investigation, the Respondents' counsel referred to the entity in charge of being responsible for hiring and laying off employees as All Metals, even though Respondents now assert that All Metals does not have any employees and all of the employees working at the yards are actually employed by Aliquippa.

In light of all of the above, it is abundantly clear that All Metals and Aliquippa lack an arm's distance relationship and are so comingled as to constitute a single employer and integrated enterprise. Thus, the charges were timely filed within the 10(b) period.[14]

Prohibiting Employees from Discussing their Wages

The General Counsel alleges that Respondents violated Section 8(a)(1) of the Act by instructing employees not to discuss wages with one another and by promulgating and maintaining an unwritten rule prohibiting discussions among employees about their wages.

Section 8(a)(1) of the Act makes it an unfair labor practice "for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7." Among those rights is the right "to engage in . . . concerted activities for the purpose of collective bargaining or other mutual aid or protection. . .." The Board has long held that Section 7 "encompasses the right of employees to ascertain what wages are paid by their employer, as wages are a vital term and condition of employment." *Triana Industries*, 245 NLRB 1258, 1258 (1979). In fact, wage discussions among employees are considered to be at the core of Section 7 rights because wages, "probably the most critical element in employment," are "the grist on which concerted activity feeds." *Aroostook County Regional Ophthalmology Center*, 317 NLRB 218, 220 (1995), enfd. in part 81 F.3d 209 (D.C. Cir. 1996); *Whittaker Corp.*, 289 NLRB 933, 933–934 (1988).

Likewise, an employer's rule prohibiting employees from discussing their wages constitutes a clear restraint on employees' Section 7 rights to engage in concerted activities for mutual aid and protection concerning an undeniably significant term of employment and is a violation of Section 8(a)(1) of the Act. See *Automatic Screw Products Co.*, 306 NLRB 1072 (1992) (respondent violated Sec. 8(a)(1) by verbally promulgating and maintaining rule prohibiting employees from discussing their salaries and by disciplining them for violating the rule); *Leather Center, Inc.*, 312 NLRB 521, 527 (1993) (rule barring employees from any discussion of wages unlawful).

[14] Moreover, the General Counsel's courtesy service of the charges on All Metals during the investigation was sufficient to function as service on both All Metals and Aliquippa. *Whitewood Maintenance Co.*, 292 NLRB 1159, 169 fn. 29 (1989), enfd. 928 F.2d 1426 (5th Cir. 1991.)

Independent 8(a)(1) Violations

Initially, the General Counsel alleges that Respondents violated Section 8(a)(1) of the Act on two separate occasions between late October and early November, when Bokor instructed employees not to discuss wages with one another: once in his office and a second time at the Aliquippa yard.[15]

With regard to the General Counsel's first allegation, I find consistent with my credibility findings set forth supra at p. 5, fn.11, that when Bokor told Crumb in his office that employees should not be discussing their wages together because doing so created animosity, Bokor violated Section 8(a)(1) of the Act. The Board finds that an employer statement even just *requesting* or *admonishing* employees not to discuss wages with one another, without a compelling business justification, is a clear violation of the Act. Respondents provided no business justification for Bokor's statements. See *Radisson Plaza Minneapolis*, 307 NLRB 94, 94 (1992), enfd. 987 F.2d 1376 (8th Cir. 1993) (finding an employer's warning that employees "shouldn't" discuss wages among one another violated Sec. 8(a)(1) of the Act); *Heck's, Inc.*, 293 NLRB 1111, 1119 (1989) (finding rule "requesting" that employees not discuss their wages with each other unlawful); *Waco, Inc.*, 273 NLRB 746, 747–748 (1984) (finding that "admonishing" employees not to discuss wages among themselves violates the Act).

For the same reasons set forth above, I find that Bokor violated Section 8(a)(1) of the Act, when he warned Crumb in the lunchroom: "this is why we don't talk about wages."[16]

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[15] Complaint par. at 5(a) and (b).

[16] Although, Respondents contend that Crumb walked back this testimony with regard to the lunchroom statement, the record fails to support this assertion. As set forth above, in his direct examination Crumb testified that during his first week working full time directly for Respondent, during a conversation about wages in the lunchroom, Bokor said generally to Crumb, "this is why we don't discuss our wages." Subsequently, on redirect examination, the General Counsel asked Crumb "How many times did Chris Bokor tell you you weren't allowed to discuss wages?" and Crumb responded, "I would say at least twice." (Tr. at 56.) Respondents recross of Crumb follows:

> Q. Did Mr. Bokor [tell] you that what people made was their own business?
> A. No.
> Q. He never used those words?
> A. He said I should be grateful for what I get. I guess—so yeah. He told me not to worry about what everyone else makes. (Tr. at 57.)

Respondents cite this portion of the transcript in asserting that Crumb "walked back" his testimony that Bokor told him not to discuss wages in the lunchroom. Crumb's testimony, however, does not walk back his previous testimony about the second conversation at all. First, Respondent's counsel's question did not specifically reference the lunchroom conversation but instead asked Crumb if he recalled Bokor ever stating the phrase: "what people make was their own business." Crumb's response was that he did not recall Bokor ever making that statement, but that he did recall Bokor saying to Crumb that he "should be grateful for what [he] get[s]," and "not to worry about what everyone else makes." (Tr. at 57.) Crumb does not walk back his testimony that Bokor said to him, "this is why we don't talk about wages," but rather recalls that Bokor also told Crumb that he should be grateful for what he gets and not worry about what everyone else makes. Any interpretation that this testimony walks back Crumb's previous testimony is simply wishful thinking and not supported by the record.

In its defense, Respondent alleges that Bokor is not a supervisor under the Act, so any of his statements to Crumb cannot be imputed to Respondent. As set forth below, I find that Bokor is a statutory supervisor as defined in Section 2(11) of the Act.

Bokor's Supervisory Status

As set forth in Section 2(11) of the Act, the primary or statutory indicia of supervisory authority involve the authority to "hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action." The evidence must demonstrate that the purported supervisor's "exercise of authority is not of a merely routine or clerical nature but requires the use of independent judgment." *Oakwood Healthcare, Inc.*, 348 NLRB 686, 687 (2006), quoting *NLRB v. Kentucky River Community Care*, 532 U.S. 706, 713 (2001). Independent judgment constitutes discretion in decision making which is not "dictated or controlled by detailed instructions" contained in "company rules, the verbal instructions of a higher authority, or in the provisions of a collective-bargaining agreement." *Oakwood Healthcare, Inc.*, 348 NLRB at 693. The evidence must also demonstrate that such authority is exercised "in the interest of the employer." Id. The secondary indicia of supervisory authority include the ratio of alleged supervisors to employees, differences in terms and conditions of employment, attendance at management meetings, and the manner in which the alleged supervisor is held out to and/or perceived by other employees. See, e.g., *Connecticut Humane Society*, 358 NLRB 187, 208 (2012); *Sheraton Universal Hotel*, 350 NLRB 1114, 1118 (2007); *J.C. Brock Corp.*, 314 NLRB 157, 159 (1994). The secondary indicia are considered particularly relevant in the context of a "borderline question" of supervisory status, although a finding of supervisory status may not rest on secondary indicia of supervisory authority alone. See, e.g., *Adco Electric*, 307 NLRB 1113, 1120 (1992).

The party asserting that an employee is a statutory supervisor bears the burden of presenting evidence sufficient to establish the existence of supervisory authority with respect to at least one of the prerogatives set forth in Section 2(11). See, e.g., *Oakwood Healthcare, Inc.*, 348 NLRB at 687, citing *Kentucky River Community Care*, 532 U.S. at 711–712.

The record here establishes that Bokor was a statutory supervisor based upon his assignment of work to the employees working out of the Aliquippa yard, including his ability to determine when overtime work was necessary and assign such work. Because the evidence demonstrates that Bokor performed these functions in the interest of Respondent, using his independent judgment, the record establishes that he was a supervisor within the meaning of Section 2(11) of the Act during the pertinent period.

The principal evidence establishing Bokor's supervisory authority involves his assignment of work. In *Oakwood Healthcare, Inc.*, the Board comprehensively reevaluated the statutory indicia of supervisory status involving assignment, responsible direction of work, and the exercise of independent judgment, in light of the decision of the Supreme Court in *NLRB v. Kentucky River Community Care*, 532 U.S. 706 (2001). *Oakwood Healthcare, Inc.*, 348 NLRB at 686. In *Oakwood Healthcare, Inc.*, the Board as part of its analysis construed the term "assign"

to encompass "the act of designating an employee to a place (such as location, department, or wing), appointing an employee to a time (such as a shift or overtime period) or giving significant overall duties, i.e., tasks, to an employee." *Oakwood Healthcare, Inc.*, 348 NLRB at 689.

The evidence establishes that Bokor had oversight of the entire Aliquippa yard and assigned employees where they would be working, what machinery they would be using, what tasks they would be performing and whether they would be performing overtime work. The record also establishes that Bokor himself determined when overtime work was necessary in conjunction with his assignment of work, as well as who would be performing the overtime work.

In addition, the record establishes that Bokor's daily assignment of tasks to the Aliquippa employees involved the exercise of independent judgment and was not constricted by previously set parameters or confined to routine work. Bokor testified that he did not report to anyone else at the Aliquippa yard and that he personally determined which employees would run different equipment based on the needs of the yard that day. This function is consonant with Bokor's description of his overall responsibilities as: "I was the one who made all the decisions there, you know what I mean?" (Tr. 131.) There is no evidence that in developing this schedule of tasks, Bokor was restricted by protocols established by Respondent, strict regulatory prescriptions, or inevitabilities engendered by staffing or the tasks to be accomplished. Compare *Station Casinos, Inc.*, 358 NLRB 637 fn. 3, 644 (2012) (relief supervisor did not exercise independent judgment in the assignment of employees to tasks and work areas, where work areas were subject to employee bids and tasks were "dictated by . . . instructions left by . . . supervisors and department manager"); *Loparex LLC*, 353 NLRB 1224, 1224–1225, 1235–1236 (2009), enfd, 591 F.3d 540 (7th Cir. 2009) (shift leaders did not exercise independent judgment by randomly assigning employees to machines or leaving employees at one machine, given "job priority sheet" which determined "the jobs to be run on each machine in order of importance").

Secondary indicia also support the finding that Bokor is a statutory supervisor as he was the only supervisor running the Aliquippa yard and was in charge of up to eight employees working at the yard. Also, during the relevant time period, he was one of only three salaried employees, while all the other employees working out of the Aliquippa yard were paid hourly. The evidence also shows that Bokor attended important management meetings, such as the meeting in which Respondents decided which employees to lay off.

In light of all of the above, the evidence establishes that Bokor was a statutory supervisor under the Act, and thus his actions and knowledge of Crumb's protected concerted activity are imputed onto the Respondents. See *Pinkerton's Inc.*, 295 NLRB 538 (1989) (activities, statements and knowledge of a supervisor are properly attributable to the employer when the respondent does not establish a basis for negating the imputation of knowledge).

In light of the above, I find that in both of these instances, the General Counsel has established that Respondents violated Section 8(a)(1) of the Act.

Maintaining Rule Forbidding Employee Discussion of Wages

The General Counsel alleges that Respondent violated Section 8(a)(1) of the Act by promulgating and maintaining an unwritten rule prohibiting discussions among employees about their wages.[17] I find that Respondent's repeated warnings to employees that they should not be discussing wages with one another over the period of August through November 2022, constitutes an unlawful oral rule that violates Section 8(a)(1) of the Act. The Board and courts have routinely held that the fact that a rule prohibiting wage discussion "was promulgated orally rather than written in an employee handbook, for example, makes no difference to the Section 8(a)(1) analysis." *NLRB v. Main Street Terrace Care Center*, 218 F.3d 531, 538 (6th Cir. 1996), (finding the employer prohibited wage discussion via solely orally promulgated rule).

Kuppinger's uncontested testimony establishes that when he was hired in August, both Keenan and Bokor instructed him that he should not be discussing wages with his coworkers.[18] As established above, Bokor warned Crumb on two different occasions during the period between late October and early November that he should not be discussing wages with his fellow employees. In light of these repeated warnings over the period of 4 months, I find that Respondent established an unwritten orally promulgated and maintained rule prohibiting the discussion of wages. *Portola Packaging, Inc.*, 361 NLRB 1316, 1327 (2014); *Koronis Parts, Inc.*, 324 NLRB 675, 677 (1997); Also see, e.g., *Nexstar Broadcasting, Inc.*, 371 NLRB No. 118, slip op. at 34 (2022) (finding such prohibitions were unlawful even under the *Boeing Co.* standard).

Although the evidence shows that the unwritten rule was promulgated prior to the relevant 10(b) period, I find that Bokor's restatement of the rule to Crumb two different times within the relevant time period, establishes that Respondents' unlawful wage discussion prohibition was actively maintained during the relevant time period and therefore that Respondents violated the Act by maintaining its unlawful rule in late October and early November.

Crumb's Layoff

The General Counsel also alleges that Respondent laid off Crumb in retaliation for his protected concerted activity after he concertedly complained to Respondent about wage rate inequities amongst employees and because Crumb violated Respondent's rule prohibiting discussions among employees about their wages.[19]

It is a violation of Section 8(a)(1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7. 29 U.S.C. Section 158(a)(1). The framework for analyzing Section 8(a)(1) discharges is generally set forth in *Wright Line*, 251 NLRB 1083, 1089

[17] Complaint par. 6(a).
[18] I note that the General Counsel did not allege that these statements to Kuppinger constituted independent 8(a)(1) violations, most likely due to the fact that they would be time barred as the initial charge in this case was filed on April 26, 2023.
[19] Complaint pars 6(c) and 7(c).

(1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982). To sustain a finding of discrimination, the General Counsel must make an initial showing that the employee's union or other protected activity was a motivating factor in the employer's decision. The requisite elements to support a finding of discriminatory motivation are union or other protected concerted activity by the employee, employer knowledge of that activity, and animus on the part of the employer. *Electrolux Home Products*, 368 NLRB No. 34, slip op. at 2–3 (2019). To support its initial burden under *Wright Line*, the General Counsel must prove by a preponderance of the evidence that union animus was a substantial or motivating factor in the adverse employment action. *Consolidated Bus Transit, Inc.*, 350 NLRB 1064, 1065 (2007), enfd. 577 F.3d 467 (2d. Cir. 2009). Proof of discriminatory motivation (animus) can be based on direct evidence or can be inferred from circumstantial evidence based on the record as a whole. Circumstantial evidence of discriminatory motivation may include evidence of: suspicious timing; false or shifting reasons provided for the adverse employment action; deviating from a regular practice of adequately investigating alleged employee misconduct; tolerance of behavior for which the employee was allegedly fired; and/or disparate treatment of the employee. See *Volvo Group North America, LLC*, 370 NLRB No. 52, slip op. at 3 (2020); *Medic One, Inc.*, 331 NLRB 464, 475 (2000). The evidence must be sufficient to establish that a causal relationship exists between the employee's protected activity and the employer's adverse action against the employee. *Tschiggfrie Properties, Ltd.*, 368 NLRB No. 120, slip op. at 8 (2019).

If the General Counsel makes the required initial showing, then the burden shifts to the employer to prove, as an affirmative defense, that it would have taken the same action even in the absence of the employee's union or protected activity. In order to meet that burden, the employer need not prove that the disciplined employee committed the misconduct alleged. Instead, the employer only needs to show that it had a reasonable belief that the employee committed the alleged offense, and that it acted on that belief when it took the disciplinary action against the employee. *McKesson Drug Co.*, 337 NLRB 935, 937 fn. 7 (2002); see also *Bally's Atlantic City*, 355 NLRB 1319, 1321 (2010) (explaining that where the General Counsel makes a strong initial showing of discriminatory motivation, the respondent's rebuttal burden is substantial), enfd. 646 F.3d 929 (D.C. Cir. 2011). The General Counsel may offer proof that the employer's reasons for the personnel decision were false or pretextual. When the employer's stated reasons for its decision are found to be pretextual—that is, either false or not in fact relied upon - discriminatory motive may be inferred, but such an inference is not compelled. *Electrolux Home Products*, 368 NLRB No. 34, slip op. at 3 (noting that the Board may infer from the pretextual nature of an employer's proffered justification that the employer acted out of union animus where the surrounding facts tend to reinforce that inference). A respondent's defense does not fail simply because not all the evidence supports its defense or because some evidence tends to refute it. Ultimately, the General Counsel retains the burden of proving discrimination. *Farm Fresh Co., Target One, LLC*, 361 NLRB 848, 861 (2014).

Initially, the General Counsel has shown that Crumb participated in protected concerted activity when he asked his coworkers about their wages. The Board has long held that employee wage discussions are "inherently concerted," and as such are protected, regardless of whether they are engaged in with the express object of inducing group action. *Alternative Energy Applications*, 361 NLRB 1203, 1206 fn. 10 (2014) (wage discussions between employees are "inherently concerted" and therefore protected, regardless of whether the discussions are with the express object of inducing group action); *Automatic Screw Products Co.*, 306 NLRB 1071 (1992), enfd. mem. 977 F.2d 582 (6th Cir. 1992); See also *Trayco of S.C., Inc.*, 297 NLRB 630, 634–635 (1990), enfd. denied mem. 927 F.2d 597 (4th Cir. 1991) (contemplation of group action not required when employee discussion is about wages); *Whittaker Corp.*, 289 NLRB 933, 933 (1988) (particularly with respect to wage discussions, "object of inducing group action need not be express").

The record also establishes that Respondents were aware of Crumb's protected concerted activity, as Bokor admitted that Crumb had told him that he had discussed wages with at least one other employee in either late October or early November. (Tr. at 129–130.) *See Pinkerton's Inc.*, 295 NLRB 538 (1989) (knowledge of a supervisor is properly imputed to the employer when the respondent does not establish a basis for negating imputation of knowledge).

Bokor's warnings to Crumb about discussing his wages with other employees demonstrate Bokor's animosity towards Crumb's specific protected activity. In addition, the timing of Crumb's lay off within a week or two after Respondents learned that Crumb had discussed wages with his coworkers, further supports Respondents' animus and unlawful motive. See *Kag-West, LLC*, 362 NLRB 981 (2015) (close timing between an employer's knowledge of an employee's protected concerted activities provides independent evidence of unlawful motive); *Masland Industries*, 311 NLRB 184, 197 (1993) ("Timing alone may suggest anti-union animus as a motivating factor in an employer's action.") In light of all of the above, I find that the General Counsel overcame its burden and established a prima facie case of discrimination when Respondents laid off Crumb.

In its defense, Respondents assert that they did not lay off Crumb due to his protected concerted activity, but rather because a series of events dramatically reduced Respondents' profit margins forcing them to cut costs, shifting the focus of their operations, and laying off three employees. Respondents assert their losses arose from: (a) a former Controller who stole $500,000 in cash from Respondents; (b) a dramatic decrease in the market price for scrap metal; and (c) Respondents' loss of its biggest customer, Timken, and a 50-percent reduction in sales to another major customer, Cronimet. With regard to downsizing Remo Bazzoli testified that in November, he decided to reduce staff hours, which he accomplished by laying off its three least senior and least experienced employees and reducing work hours for its remaining employees. Respondents point out that there is no contention that two of the three laid off employees

engaged in any protected concerted activities, thereby showing that Crumb was treated the same as other similarly situated employees.

The General Counsel contends that Respondents' assertion that it laid off the three employees in order to save costs is pretext for several reasons. First, the General Counsel contends that Respondents estimated loss from the embezzlement had already been "baked in" to the budget by the time of Crumb's layoff, and that Respondents were in fact in a better situation after discovering the loss as they were to receive a $75,000 insurance payment for the theft. Second, the General Counsel points to the fact that the Respondents' financial situation was already on the upswing by the time that Crumb was discharged. Third, the General Counsel points to the fact that at the time he was laid off, Crumb was performing most of the crane work and was working more hours than most of Respondents' hourly employees. Finally, the General Counsel contends that Respondent's failure to call Crumb back into work after business picked up further demonstrates that he was laid off in retaliation for his protected concerted activity.

First, with regard to the General Counsel's contention that the embezzlement losses had already been "baked in" to its bottom line by the time they were discovered by O'Malley, I find that there is no record support for this contention. Specifically, the previous Controller had disguised her cash withdrawals as cash payments to vendors. Thus, Respondents would have been under the impression that bills that had not in fact been paid, had been. Thus, in late October, upon O'Malley's discovery that the money had not been used to pay the bills, Respondents would still owe that money to its vendors. Additionally, although it is true that Respondents were eventually reimbursed $75,000 from their insurance company towards the loss, that reimbursement certainly would not have been instantaneous, and when it did come in, the amount of reimbursement was just a small percentage of the total amount lost.

Second, the General Counsel's assertion that Respondent's financial situation was already on the upswing by the time that Crumb and the other employees were laid off, glosses over the fact that Respondents were still operating at a deficit after sustaining multiple months of continued substantial losses. As acknowledged by the General Counsel, the evidence established that Respondents reported losses of about $930,000 in July, about 650,000 in August, 650,000 in September, and $250,000 in October. (GC Exh. 14 at 3.) Moreover, although it is true that Respondents profits went up after the layoff in mid-November, there is little evidence to support that Respondents could predict these future earnings at the time of the layoff and the increase could certainly be due in part to Respondents' restructuring and cost cutting measures.

Third, with regard to the General Counsel's contention that laying off Crumb did not make logical sense because he had been performing most of Respondents' crane work and had been putting in more hours than most of Respondents' other hourly employees, the evidence demonstrates that at the time of the layoff, Respondents decided to make alterations to its production model, which called for less crane work, and expanded burner work. This is

supported by the fact that after laying off crane operators Crumb and Slatniske in November, Respondents did not hire any new crane operators for months.[20] Additionally, it is uncontested that Crumb, Slatniske, and Aspeotes were the least experienced employees at the time of layoff.

Finally, the General Counsel contends that the fact that Respondents did not call Crumb back to work once business picked up is evidence that he was laid off in retaliation for his protected concerted activity. However, Crumb made little effort to come back to work, as the evidence demonstrates that he made a single phone call to Keenan in early January 2023 but failed to even leave a voice mail message. Fellow laid-off crane operator Slatniske, on the other hand, repeatedly reached out to Keenan leaving him multiple text messages explicitly asking to come back to work, but just like Crumb, she was never called back into work. Thus, it appears that Crumb was treated no differently from the other laid off crane operator, who had not engaged in protected concerted activity.

In light of all of the above, and especially in light of the fact that the two other laid-off employees did not engage in protected concerted activity, I find that the Respondents met their burden to show that they would have laid Crumb off regardless of his protected concerted activity and I recommend dismissing this allegation in the complaint.

With regard to the General Counsel's allegation that Crumb was terminated for violating Respondents' unwritten rule prohibiting employees from discussing wages together, I find the allegation lacks evidentiary support as no one told Crumb that he was laid off because he violated the rule. Moreover, even if there was some evidence to support the General Counsel's theory, my finding that Respondent established that it would have laid off Crumb regardless of his protected concerted activity, obviates the need for further analysis. Thus, I recommend dismissing the General Counsel's allegation that Respondent laid off Crumb for violating the wage rule as well.

CONCLUSIONS OF LAW

1. Respondent All Metals is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Respondent Aliquippa is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. Respondents All Metals and Aliquippa constitute a single-integrated enterprise and single employer within the meaning of the Act.

[20] Although the evidence shows that Brewer came back to work in February, 2023, he had worked on and off for Respondents for a long time, and as Crumb acknowledged himself, Brewer was the best crane operator Respondents had. Thus, it is uncontested that Brewer had more seniority, experience, and skill than Crumb. (Tr. at 81, 221-222; GC Exh. 6.)

4. Chris Bokor is a statutory supervisor as defined in Section 2(11) of the Act.

5. Respondents violated Section 8(a)(1) of the Act by instructing employees not to discuss their wages with one another.

6. Respondents violated Section 8(a)(1) of the Act by maintaining rules prohibiting employees from discussing wages amongst themselves.

7. The Respondent has not violated the Act in any other manner as alleged in the complaint.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices in violation of Section 8(a)(1) of the Act, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[21]

ORDER

The Respondent, All Metals Recycling, LLC; Aliquippa Recycling & Metals Processing, LLC, a single-integrated enterprise, its officers, agents, successors, and assigns, shall:

1. Cease and desist from

   (a) Instructing employees not to discuss their wages with one another.

   (b) Maintaining rules prohibiting employees from discussing wages amongst themselves.

   (c) In any like or related manner interfere, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

   (a) Rescind its rules prohibiting employees from discussing wages amongst themselves.

   (b) Within 14 days after service by the Region, post at its facilities located at 471 Railroad Street, Rochester, Pennsylvania, and 12 Woodlawn Road, Aliquippa,

[21] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

Pennsylvania, copies of the attached notice marked "Appendix." Copies of the notices, on forms provided by the Regional Director of Region 6, after being signed by the Respondent's authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If during the pendency of these proceedings, Respondent has gone out of business or closed its facilities at 471 Railroad Street, Rochester, Pennsylvania, and 12 Woodlawn Road, Aliquippa, Pennsylvania,, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at any time since October 26, 2022.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 6 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

It is further ordered that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, DC March 18, 2025

Susannah Merritt
Administrative Law Judge

APPENDIX
NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT maintain rules prohibiting discussions among employees about wages.

WE WILL NOT tell you that we prohibit discussions among employees about wages.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL Rescind any and all rules prohibiting employees from discussing wages amongst themselves.

ALL METALS RECYCLING, LLC, AND ALIQUIPPA RECYCLING & METALS PROCESSING, LLC, AS A SINGLE-INTEGRATED ENTERPRISE

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

William S. Moorhead Federal Building, Room 904, Pittsburgh, PA 15222-4111
(412) 395-4400, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/06-CA-316870 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL.
ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (412) 690-7117.