

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 8**

SA RECYCLING LLC

Employer

and

Case 08-RC-348902

TEAMSTERS LOCAL UNION NO. 52

Petitioner

DECISION AND DIRECTION OF ELECTION

SA Recycling LLC (“Employer”) operates a scrap metals recycling business in Wooster, Ohio. Teamsters Local Union No. 52 (“Petitioner”) filed the petition in the instant case seeking to add through an *Armour-Globe* self-determination election two employees in the classification of Weighmaster to its existing “Yard Unit” at the Wooster facility. Although the parties agree that the petitioned-for employees constitute a distinct and identifiable group, the Employer maintains that the Weighmasters do not share a community of interest with the employees in the existing Yard Unit represented by the Petitioner.

A hearing officer of the National Labor Relations Board held a hearing in this matter and the parties were afforded the opportunity to present evidence and to state their respective positions on the record. The parties submitted post-hearing briefs, which I have duly considered. As explained below, based on the record and relevant Board law, I agree with the parties that the Weighmasters constitute an identifiable, distinct segment of the Employer’s workforce. On the question of community of interest, I find that the Weighmaster employees in the petitioned-for voting group share a community of interest with the employees in the existing Yard Unit. The voting group is therefore appropriate for the purposes of a self-determination election, and I hereby direct an election accordingly.

I. FACTS

A. Employer’s Operation

The Employer is engaged in the business of scrap metal recycling and operates a facility in Wooster, Ohio (“the Facility”), where it employs a total of fifteen employees. The Employer receives and purchases from the public (predominately either individual peddlers or industrial customers) ferrous and non-ferrous materials Monday through Saturday. The Employer processes and resells the ferrous and non-ferrous materials to end users such as steel mills and foundries, who use the materials to make new products.

The distinguishing difference between ferrous and non-ferrous material is the presence of iron and a magnetic ability. Ferrous material is iron and magnetic, and non-ferrous material is not magnetic, such as aluminum, brass, stainless steel, and copper.

Since August 2023, the Employer's General Manager of its operations at the Facility has been Jonathan Bingaman. Bingaman reports to Regional General Manager Joseph Nicolella, who has worked for the Employer since January 2023 but who also worked for the Facility's previous owner, PSC Metal, Inc., from December 2017 through September 2021. In his current position, Nicolella reports to the Employer's Chief Operating Officer Tyler Adams, who reports to CFO Mark Sweetman.

B. Bargaining History

The Petitioner has represented employees in the Drivers Unit and the Yard Unit for several years. Currently, the Employer and the Petitioner are parties to two collective bargaining agreements effective for the period of July 1, 2022 through June 30, 2025, for the following units:

Drivers Unit:

All full-time and regular part-time truck drivers employed at the Company's facility located at 972 Old Columbus Road, Wooster, Ohio 44691, but excluding all mechanics, office clerical employees, professional employees, sales employees, managerial employees and all guards and supervisors as defined in the Act.

Yard Unit:

All full time and regular part time laborers, loader operators, burners, shear operators, pickers, sorters, torch cutters, crane operators, front-end loaders, inspectors, maintenance employees and tow motor operators employed at the Company's facility located at 972 Old Columbus Road, Wooster, Ohio 44691, but excluding all office clerical employees, professional employees, sales employees, managerial employees and all guards and supervisors as defined in the Act.

There are four employees in the Drivers Unit and three employees in the Yard Unit, comprised of an Inspector, Shear Operator, and Crane Operator. The other job classifications in the Yard Unit are currently unfilled. The Petitioner seeks to add to the existing Yard Unit the Employer's two Weighmasters.

The parties stipulated that there is no history of a collective bargaining relationship or collective-bargaining agreement involving the petitioned-for Weighmasters. However, the Employer argues in its brief that the bargaining history of separate units for the Drivers and the Yard Unit employees at the Facility supports the conclusion that the petitioned-for Weighmasters should be a stand-alone unit. Additionally, the Employer argues that a prior decision made by the

Region to deny the inclusion of non-ferrous employees into the Yard Unit further supports the Employer's position that a stand-alone unit is the only appropriate unit for the Weighmasters.¹

The Employer also employs Cashiers² at the Facility who are unrepresented and who the Employer maintains are office clerical employees. There is no known history of bargaining for the Cashiers.³

C. Departmental Organization

1. Physical Layout

The Facility consists of a large open-air yard, an office building, an employee parking lot, and three contiguous buildings. The Facility occupies a rectangular shaped plot of land with a northern boundary along Old Columbus Road and a longer western boundary along Prairie Lane. There is an entrance to the Facility from both boundary roads with signage directing ferrous material to the Old Columbus Road entrance and non-ferrous material to the entrance off Prairie Lane. Inside the Old Columbus Road entrance sit inbound and outbound truck scales used for weighing materials. Bisecting the Facility in a north-south direction lie railroad tracks that are used once or twice a quarter to move materials.

On the west side of the railroad tracks are the office building and employee parking lot, which are in the northwest corner of the property along the boundary where Old Columbus Road and Prairie Lane intersect. Along the Prairie Lane boundary stand the three contiguous buildings. The Employer uses the two buildings to the north for receiving non-ferrous materials. The third building to the south contains the employee locker room, breakroom, and restrooms. While employees keep some materials, like copper, inside one of the buildings used for receiving, they store other non-ferrous materials in areas west of the railroad tracks. Underneath an overhang of a one of the receiving buildings, the Weighmasters store small amounts of ferrous materials that they receive from customers.

On the east side of the railroad track is an open-air yard consisting of piles of received ferrous materials. South of this yard is a maintenance area where the Employer has a Porta-Potty

¹ While the Employer did not cite to a specific case in its brief, I take administrative notice that the Region issued a Decision and Order on April 13, 2018 in Case 08-UC-207025, dismissing a unit clarification petition involving the predecessor owner. The April 13, 2018 Decision and Order will be discussed in more detail later in this decision.

² The record does not reveal the number of Cashiers the Employer employs at the Facility.

³ In its Statement of Position, the Employer referred to the petitioned-for Weighmasters as clerical employees. However, the Employer clarified on the record that it was not arguing that Weighmasters are office clericals, and the evidence supports that they are not office clerical employees. The Board has historically distinguished between plant clerical, those employees who perform clerical duties in close association with the production process, and office clerical, those who perform general office operations. See *Caesar's Tahoe*, 337 NLRB 1096, 1098-1099 (2002); *Gordonsville Industries, Inc.*, 252 NLRB 563, 590 (1980); *Goodman Mfg. Co.*, 58 NLRB 531, 533 (1944). Here, the record evidence disclosed that the Weighmasters' clerical job functions are aligned with production as opposed to general office operations.

for employee use. Between the non-ferrous buildings and the railroad track is a dedicated area for materials that are “irony-aluminum,” which is combination of steel and aluminum and requires special processing. General Manager Bingaman identified this as the only area that the Weighmasters and Yard Unit share or use communally.

2. Departmental Supervision

All employees at the Facility report to Bingaman, who testified that the ferrous and non-ferrous employees primarily work on two different sides of the railroad tracks dividing the Facility. The Weighmaster who testified at the hearing similarly described the Employer as maintaining three departments: Ferrous, Non-Ferrous, and Cashiers.⁴ The record does not address the Drivers’ departmental placement. Bingaman is the only supervisor or manager at the Facility, and he is solely responsible for its daily operations, including the hiring, firing, disciplining, and maintenance of employee personnel files. There is no evidence of an organizational chart for the Employer’s operations at the Facility.

D. Skills, Training and Job Functions

The two Weighmasters work together on the same shift to provide customer service to about 30 to 35 customers per day. Their primary job function is to receive non-ferrous materials from customers, identify the different periodic table elements present in the materials, isolate and weigh the materials, and issue the customer an itemized receipt for the total purchase price of the materials.

There is a scale with 5,000 lbs. weight capacity on the non-ferrous side that is connected to a computer. When the customer arrives at the non-ferrous entrance, the Weighmaster assists the customer with taking the product to the scale. After weighing a customer’s materials, the Weighmaster uses the computer to enter the weights and a four-digit commodity code for each type of element received. The Employer has a radiation gun to assist the Weighmaster with their visual inspection and classification of materials. When pointed at an item, the screen on the gun reports the elements from the periodic table that are present. The Weighmaster testified that he utilizes the gun only when he is unfamiliar with the material. If the customer has also brought ferrous material in a quantity or size that can fit on the Weighmaster’s scale, then the Weighmaster will also weigh and enter the commodity code for these ferrous items. Otherwise, the Weighmaster would direct the customer to the truck scales at the ferrous entrance.

The non-ferrous and ferrous commodity codes have associated purchase prices, which Bingaman sets and adjusts. According to Bingaman, Cashiers also work with him to set the price for materials brought to the Facility. The Weighmaster takes the customer’s ID and then prints a ticket for the customer to take to the office to receive payment for the purchased materials. The Weighmaster testified that he refers customers to the office (where Bingaman and the Cashiers work) with any questions surrounding price adjustments.

⁴ One of the two Weighmasters testified at the hearing. None of the Yard employees or Cashiers testified at the hearing.

Afterward, the Weighmasters move and package the non-ferrous materials for resale and shipment. They process and cut down large items for packaging and shipment using light equipment such as hand tools, wire strippers, and alligator shears. Typically, at the end of the day, a Weighmaster uses a tow motor to take any ferrous material they received to the east side where it is added to existing piles of ferrous materials. In between customers, the Weighmaster is also responsible for loading semi-trucks for delivery and doing general clean up in their work areas.

Turning to the Yard Unit, the primary job function of the Inspector is to check in ferrous materials brought to the Facility by customers. The record does not reveal how many customers per day the Inspector serves, but Bingaman described customer interaction as a daily part of the Inspector's duties. The Inspector starts the day by using a loader to push piles of materials to make room for new deliveries. The Inspector meets the customers between when the customer weighs in on the truck scales at the entrance designed for ferrous employees and when the customer dumps their materials in the open-air yard east of the railroad tracks. Bingaman testified that the meeting between the customer and Inspector occurs at one of two spots. One location is on the west side of the railroad tracks beside an area they share with Weighmasters for the storage of the "irony aluminum." The second location is on the east side of the tracks in the open-air yard of the ferrous department. The customer then pulls forward to meet the Inspector, who uses a tablet to capture the customer's license plate and selects one of about ten commodity codes the Employer uses for different types of ferrous materials. Like the Weighmasters, the Inspector may also use the radiation gun to assist in the determination of what grade steel a customer is selling. The information entered on the tablet is accessed by the Cashiers to prepare the itemized receipt and payout for the customer. The weight from the scale is transmitted directly to the Cashiers in the office.

Bingaman stated that the Inspector is responsible for identifying items within the loads that the Employer does not receive, such as concrete, oil, and any fluids. Bingaman explained that the Employer also rejects rubber tires, but if the customer brings a tire attached to a steel wheel or rim, then the Inspector will accept the material but will radio the Cashier to notify them to deduct, for example, 20 pounds for rubber. The Inspector examines the load to pull out any upgradeable materials, such as auto cast, hubs, and rotors. When the load is only ferrous materials, the Inspector enters the commodity code on a tablet and then directs the customer to the ferrous yard to drop its product. If the customer has non-ferrous materials, then the customer is directed to the non-ferrous entrance and processed by a Weighmaster.

The Shear Operator works on the east side of the Facility in an area called the shearing area. The Shear Operator's work time is spent almost entirely inside a hydraulic excavator that has a shearing implement. The Shear Operator processes oversized items so that the material can be loaded and shipped by the Employer. The record does not contain any evidence of any customer service duties performed by the Shear Operator.

Like the Shear Operator, the Crane Operator spends nearly all his time inside his excavator (crane).⁵ During the course of each workday, the Crane Operator loads three trucks with sheet iron for shipment out of the Facility. A Cashier uses a radio to notify the Crane Operator that a truck is ready for loading and what materials need be loaded. Between trucks, the Crane Operator uses the crane to sort materials by grade with an attention to upgradeable materials that are either too heavy or too thick. While Bingaman's testimony of the Crane Operator did not include a description of any customer service interactions, the Weighmaster testified that the Crane Operator may interact with customers when directing traffic in the yard.

In the position descriptions for Weighmaster, Crane Operator ⁶, and Shear Operator ⁷, the Employer lists under qualifications a preference for a high school diploma or GED and/or foreign education.⁸ However, Bingaman testified that he requires these educational qualifications for the Weighmaster position but not for the Operators or Inspectors in the Yard Unit. While the record demonstrates that one of the Weighmasters, who was hired in October 2023, holds a college degree, the educational level of the other Weighmaster, who was hired in approximately July 2024, is unknown. The record does not reveal the educational level of the three Yard Unit employees.

The Employer requires a credit check for applicants to the Weighmaster and Cashier positions but not for Yard Unit employees. The Employer's business justification for this difference is that the Weighmasters can either lose or gain a lot of money for the Employer. Bingaman explained that the price of the product is impacted by how the Weighmasters grade the material.

The Employer does not require new hires in the Weighmaster classification or any of the Yard Unit classifications to possess any prior training, certification, or licenses. The Weighmaster testified that he received his initial training on the job from another employee and Bingaman. He also received a handbook with pictures to assist with the identification of materials. Upon hire Weighmasters receive training from the Employer's safety manager on how to operate light equipment, including a skid-steer and forklift. The Weighmaster testified that the Employer sent him to its operations in Barberton for training on equipment and to learn how to identify a variety of different products.

As for the Yard Unit, the Employer does not have a training program for their use of the heavy machinery. Rather, Bingaman stated that training is situational; he observes the operator's use of equipment to ensure the operator is applying correct protocols. The only required certification among Yard Unit employees is the Inspector's license to empty freon from appliances.

⁵ Although the Employer uses the term crane in its position description and witnesses also use the same term to describe the work done by the Crane Operator, these employees in the Yard Unit use hydraulic excavators with specialized attachments.

⁶ Identified in the position description as "Operator Equipment – Crane."

⁷ Identified in the position description as "Operator Equipment – Shear."

⁸ The record does not contain a position description for the Inspector job classification. While the record contains a position description for Laborer, it is unclear if that description applies to the Inspector employed at the Facility.

E. Functional Integration and Contact

The Weighmasters and the Yard Unit employees clock in and out using a timeclock in the locker room. The locker room also functions as a breakroom, which the Weighmasters and Yard Unit employees have near exclusive use. All employees carry a radio for reasons including safety and for communication about such things as truck deliveries, moving materials, customer receipts, and use of the radiation gun. Regarding the radiation gun, the Weighmaster testified that the Employer has one radiation gun for employees to share and it is kept in the office. A few times per day, the Weighmaster and Inspector will need to talk or radio each other to handoff the gun for the other to use.

The Weighmaster also testified that about two or three times per day, the Weighmasters receive a non-ferrous load too large for the Weighmaster's tow motor to move. When this occurs, the Weighmaster radios the Crane Operator who drives the crane over to the non-ferrous side to assist the Weighmaster. Unlike the Crane Operator, the Weighmaster stated that the Shear Operator does not perform any tasks for the Weighmasters in the non-ferrous work area. Regarding the Inspector, the Weighmaster testified that the Inspector contacts the Weighmasters to inspect or assess a customer's ferrous load containing some amount of non-ferrous material. According to the Weighmaster, the Inspector also notifies him by radio if he has directed a customer to him with non-ferrous materials. In total, the Weighmaster estimated that he spends at least one hour per day speaking with the Inspector and the interactions take place by radio, phone and face-to-face.

While the Weighmaster testified to multiple daily interactions with Yard Unit employees, including daily frequent encounters in the yard and breakroom, Bingaman estimated that the Weighmasters and Yard Unit interact at most about twice per week. According to Bingaman, the majority of those occurrences involved Yard Unit employee using heavy equipment on the Facility's west side to clean and reorganize the area by moving bins and materials.⁹

F. Interchange

When a Weighmaster is out sick from work, Bingaman or a Cashier may fill in during the Weighmaster's absence. Weighmasters do not fill in for any of the Yard Unit employees if they are absent from work because they lack the training on how to operate the excavators and loaders. Conversely, Yard Unit employees do not fill in for Weighmasters because they have not passed the credit check that is required of Weighmasters and have not been trained on or have access to the computer system used by Weighmasters. Although Bingaman testified that the Employer would consider a Weighmaster's application to work in the Yard Unit, applications for transfer or actual transfers to a Yard Unit position has not occurred since he started with the Employer in August 2023.

⁹ Bingaman did not address specifically any contact between the Weighmasters and the Inspector.

G. Terms and Conditions of Employment

1. Hours & Schedules

All the Employer's employees plus management at the Facility work from approximately 8:00 a.m. to 4:30 p.m. Monday through Friday and receive two 15-minute breaks and a 30-minute meal period. Both the Weighmasters and the Yard Unit employees work on a Saturday rotation within their respective work groups.

2. Wages & Benefits

All the employees at the Facility are paid hourly, receive time-and-a-half for overtime, and paid by direct deposit. The Employer's starting wage for the two Weighmasters was \$20.00/hour, but Bingaman gave one of the Weighmasters a \$0.90/hour raise after about 6 months of employment. At the time of the hearing, the other Weighmaster had not been employed for 6 months. According to a Memorandum of Understandings ratified on June 28, 2023, the applicable hourly wage rates for Yard Unit employees are: Inspector - \$22.60/hour; Crane Operator - \$23.27/hour; and Shear Operator - \$23.27/hour. While Bingaman testified that the Cashiers' pay scale is similar to the Weighmasters, the record lacks specific evidence or testimony of the Cashiers' wage rates.

Employees in the Yard Unit receive Employer provided medical, dental, and vision insurance after completing of a 30-day introductory period. These represented employees also have access to the Employer's 401(k) program, life insurance, and short-term disability. In addition to vacation time, the Yard Unit's collective bargaining agreement (CBA) includes holiday pay (1½ the hourly rate) and eleven paid holiday/personal days.

The record establishes that Weighmasters are eligible to participate in the Employer's 401(k) program and its medical, dental, and vision insurance. There is no evidence that these benefit plans differ depending on an employee's represented status. Additionally, the record establishes that Weighmasters are eligible for Employer provided life insurance and short-term disability. However, absent are specific details about whether the Employer pays the cost of these disability benefits on the employee's behalf (as is the case in the CBA) or if employees only have the option to purchase the benefits through the Employer. The testimony of Bingaman and the Weighmaster on these benefits is unclear.

Regarding vacation pay, Bingaman stated that vacation policy for the Yard Unit is different from the Employer's policy for non-represented employees. However, missing from his testimony is the amount of vacation time Weighmasters receive, when they begin receiving it, and if the accrual rate changes for years of service. Nonetheless, on re-direct Bingaman said that Yard Unit employees have "float days" and that they have an extra day of vacation compared to Weighmasters. Regional General Manager Nicolella testified that the Employer's standard vacation policy is one week of vacation during the employee's initial year and that the amount of vacation time can increase based on employee tenure and job position. Nicolella stated that the

vacation accrual in the CBA may be “faster or slower” than for the non-represented employees. It is unclear if non-represented employees receive paid holidays, personal days, or holiday pay.

Bingham testified that the Cashiers receive the same benefits as the Weighmasters.

3. Equipment

As noted above, both the Weighmasters and the Inspector utilize scales and a radiation gun to perform their job functions.¹⁰ All employees at the Facility use radios to communicate.

The Yard Unit employees do not use the Weighmasters’ computer and conversely the Weighmasters do not use the Yard Unit Inspector’s tablet. As explained above, the Weighmasters operate light power equipment, specifically a forklift and a skid steer, along with hand tools, wire strippers, and alligator shears. The Weighmasters do not operate any of the heavy equipment (excavators and loaders) used by the Yard Unit employees. Similarly, the Yard Unit employees do not operate the light equipment used by the Weighmasters in the completion of their duties.

4. Uniforms

The Employer provides all employees personal protective equipment (PPE), an annual voucher for the purchase of boots, and a basic uniform consisting of pants and a few options of shirts. Shirts have high visibility reflectors for safety, a name tag, and the company’s logo. Employees are allowed to wear non-reflective warming layers, like sweatshirts, over the shirt on cold days, but the company provides reflective vests for employees to wear over their top layer.

The record demonstrates that even though the Employer does not enforce a uniform requirement on employees, most employees choose to wear the uniform. The position description for the Weighmaster states that the employee will “adhere to specific dress code for the position (no restrictive or excessively loose clothing or accessories that could pose a safety hazard).” The position descriptions provided for Yard Unit employees do not have the same dress code requirement. Nicolella testified that generally the Employer prefers that all public facing employees wear the uniform, but that uniforms are optional for the Cashiers.

Despite the Employer’s preferences and policies, the record establishes that Bingaman exercises discretion in the enforcement of the Employer’s uniform rules. Bingaman testified that while most of the employees wear a uniform, he does not require them to do so, but he prefers that if an employee does not wear the uniform that instead the employee wear the company’s colors. The Weighmaster stated that he and the Yard Unit employees wear the uniform, but that the other Weighmaster does not do so consistently.

¹⁰ According to the Weighmaster, the Cashiers and Bingaman also use the radiation gun.

5. Rules and Policies

All employees receive the Employer's employee handbook when they are hired and have annually received a copy since Bingaman was hired as General Manager in August 2023. The employee handbook is applicable to both Weighmasters and Yard Unit employees. Bingaman made clear that the Yard Unit CBA supersedes the employee handbook.

Additionally, Bingaman has established rules and policies related to meal periods, rest breaks, and overtime that apply equally to Weighmasters and Yard Unit employees. First, regarding lunch breaks, employees can clock out for 30 minutes, but Bingaman testified that he waives this rule so long as an employee does not leave the Facility for their lunch break and, if needed, the employee interrupts their break to help with work duties. Regarding rest periods, all employees receive two 15-minute rest breaks. Bingaman also testified that he allows all employees to take additional breaks as needed. As for overtime, Bingaman requires one employee from the Yard Unit and one Weighmaster to work on Saturdays, but he makes overtime equally open to all employees and allows them to work as much as they want.

II. ANALYSIS

A. Appropriateness of the Requested Self-Determination Election

1. Legal Standard

An *Armour-Globe* self-determination election¹¹ is the proper method by which a union may add unrepresented employees to an existing unit. *Walt Disney Parks and Resorts*, 373 NLRB No. 99, slip op. at 8 (September 11, 2024). The Board will direct such an election where the petitioned-for employees share a community of interest with the unit employees and where the petitioned-for employees constitute an identifiable, distinct segment that is an appropriate voting group. See *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990).

Whether a voting group is an identifiable, distinct segment is not the same question as whether the voting group constitutes an appropriate unit. *St. Vincent Charity Medical Center*, 357 NLRB 854, 855 (2011) (citing *Warner-Lambert*, supra, at 995). Instead, the identifiable and distinct analysis is merely whether the voting group sought unduly fragments the workforce. *Capital Cities Broadcasting Corp.*, 194 NLRB 1063, 1064 (1972).

If the voting group sought is an identifiable and distinct segment of the workforce, the question then is whether the employees in that voting group share a community of interest with the existing unit. See *St. Vincent*, supra, at 855. This inquiry requires application of the Board's traditional community of interest test. *Walt Disney Parks and Resorts*, supra, slip op. at 8, citing *United Operations, Inc.*, 338 NLRB 123, 123 (2002). The Board considers whether the employees sought are organized into a separate department; have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap

¹¹ See *Armour & Co.*, 40 NLRB 1333 (1942); *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937).

between classifications; are functionally integrated with the Employer's other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised. *Id.*

A certifiable unit, including the combined unit formed in an *Armour-Globe* case, need only be an appropriate unit, not the ultimate or the only or even the most appropriate unit. *International Bedding Co.*, 356 NLRB 1336, 1337 (2011) (citing *Morand Bros. Beverage Co.*, 91 NLRB 409, 418 (1950), *enfd.* 190 F.2d 576 (7th Cir. 1951)); see also *Overnite Transportation Co.*, 322 NLRB 723, 723 (1996). In the *Armour-Globe* context, the Board has found that the petitioned-for voting group need only to share a community of interest more generally with the employees in the existing unit rather than a shared community of interest with every classification in the unit. *St. Vincent*, *supra* at 854; *Walt Disney Parks and Resorts*, *supra*, slip op at 11. In addition, the Board has held that while diversity of an existing unit is not itself a community-of-interest factor, such diversity "may be relevant to consider generally." *Walt Disney Parks and Resorts*, *supra*, slip op. at 9 (2024), citing *Public Service Co. of Colorado*, 365 NLRB 104, fn. 4 (2017). Finally, differences in the employment terms of the petitioned-for and current unit employees do not mandate exclusion and may reasonably be expected in the *Armour-Globe* context, where the unit employees' terms are the result of collective bargaining. *Public Service Co. of Colorado*, *supra*, fn. 4.

2. Application

a. Identifiable and Distinct Segment

In *St. Vincent*, the Board concluded that a petitioned-for group of employees in a single classification constituted an identifiable and distinct group, appropriate for an *Armour-Globe* election, because the employees were employed in a single department, worked in the same physical location, and shared the same supervision. *St. Vincent*, *supra*, at 855-856. The Board reached the opposite conclusion in *Capital Cities Broadcasting Corp.*, *supra*, finding the voting group sought was arbitrary, and inappropriate for an *Armour-Globe* election, because the employees in the voting group were scattered across various unrepresented departments and lacked such similarities.

The Parties agree, and I find, that the Weighmasters constitute an identifiable and distinct segment of the Employer's workforce. The petitioned-for employees share the same classification and work side-by-side performing their daily work duties in the same physical location. They share similar skills and perform the same job functions utilizing the same equipment. In addition, they have common supervision. Therefore, I conclude that the petitioned-for employees are a distinct and identifiable segment of the Employer's workforce.

b. Community of Interest with the Existing Yard Unit

Once it has been determined that the employees in the voting group are an identifiable and distinct group the question is then whether they share a community of interest with employees in the existing unit. *St. Vincent*, *supra*. This inquiry requires application of the Board's traditional community of interest test. *United Operations, Inc.*, *supra*.

For the reasons discussed below, I conclude that the petitioned-for Weighmasters share a community of interest with the existing Yard Unit represented by the Petitioner. As an initial matter, the Employer, when addressing the community of interest factors, argues that the Weighmasters are most similar to the Cashiers. However, the Employer does not argue that the Cashiers, who it maintains are office clerical employees, and Weighmasters constitute an appropriate unit. Rather, the Employer argues for a stand-alone unit of Weighmasters. Notably, office clerical employees are generally excluded from production and maintenance units. *Westinghouse Electric Corp.*, 118 NLRB 1043, 1047 (1957) whereas plant clericals are customarily included in a production and maintenance unit. *Caesars Tahoe*, 337 NLRB 1096, 1100 (2002); *Brown & Root, Inc.*, 314 NLRB 19, 23 (1994); *Armour & Co.*, 119 NLRB 623, 625 (1958). Thus, in examining the community of interest factors, the relevant inquiry is whether the Weighmasters share a community of interest with the Yard Unit employees.

i. Organization of the Facility

It is well established that the manner in which an employer has organized its operations has a direct bearing on the community of interest among various groups of employees and is “an important consideration in any unit determination.” *International Paper Co.*, 96 NLRB 295, 298 fn. 7 (1951). The witnesses testified that the Employer groups the petitioned-for Weighmasters and Yard Unit administratively in departments based on the type of materials they handle: non-ferrous (Weighmasters) and ferrous (Yard Unit). Moreover, these employees primarily occupy separate sides of the Facility’s grounds. However, there is no evidence that the Employer maintains an organizational chart for the Facility and there is scant evidence regarding the Facility’s departmental operations. All employees report to Bingaman, who is responsible for all personnel decisions and policies affecting all employees at the Facility. While common supervision may weigh against finding a departmental separation of the ferrous and non-ferrous employees, I acknowledge it is not the sole determinative factor. Thus, on balance, I find that this factor weighs slightly against finding a community of interest.

ii. Nature of Employee Skills, Training, and Job Functions

The factor of skills and training examines whether the petitioned-for-unit and the bargaining unit have similar backgrounds in training, whether their job descriptions contain many of the same elements, whether their jobs require many of the same skills, and whether the groups of employees must meet similar requirements to obtain employment. *Walt Disney Parks and Resorts, U.S., Inc.*, supra, slip op. at 3, 11. A separate factor examines job functions. As noted earlier, when analyzing job functions in self-determination cases like this one, the Board has explained it is not necessary for the employees’ job functions to be “completely identical or interchangeable” but rather evidence that the functions are “generally similar” is sufficient to give weight to finding a community of interest. *Walt Disney Parks and Resorts, U.S., Inc.*, supra, slip op. at 11.

The record reveals similarities in basic job functions and skills between the Weighmasters and the Yard Unit Inspector. Notwithstanding certain differences in the types of material weighed

and the electronic devices used by the Weighmasters (a computer) and the Inspector (a tablet), the record reveals that the basic job functions and skills of these two work groups share important commonalities, including customer service and material identification. Both groups utilize the radiation gun, when necessary, to inspect and classify the materials and use equipment to move materials in the Facility. The extent to which these job functions vary is narrowed by the additional evidence demonstrating 1) that Weighmasters regularly assist customers with ferrous materials, 2) that Weighmasters and the Yard Unit Inspector together inspect mixed loads coming off the ferrous scales, and 3) the similar function their electronic devices serve.

Additionally, while Weighmasters and Yard Unit employees operate power equipment of different sizes, ultimately the equipment is similar in function, specifically, to process recyclable materials and move them around the Facility and onto the Employer's trucks. Notably, there are no prior pre-hire equipment licenses or certifications necessary for the Weighmasters or the Yard Unit. Rather, it appears that both groups receive on-the-job training and instruction.

There are some differences in the hiring prerequisites between the Weighmasters and Yard Unit employees. While the position descriptions in the record for the Weighmasters and Yard Unit include a preference for the equivalent of a high school diploma, Bingaman applies a higher educational requirement for Weighmasters. Additionally, Weighmasters are required to pass a credit check, while Yard Unit employees are not.

While the Employer applies different hiring prerequisites for Weighmasters and the Yard Unit, I find that these differences do not outweigh the similarities between the job functions, skills and training of the Weighmaster and the Yard Unit, particularly the Inspector. In its brief, the Employer argues that the Weighmasters' skills related to computers, customer service, and grading of the material are more sophisticated than those of the Yard Unit employees. However, I find these differences to be largely superficial and, specifically, do not negate the significant similarities between the two classifications.¹²

For the reasons stated above, I find that the factors of skills and training and job functions weigh in favor of finding a community of interest.

iii. Functional Integration and Contact among Employees

Functional integration refers to when "employees must work together and depend on each other to accomplish their tasks." *WideOpenWest Illinois, LLC*, 371 NLRB No. 107, slip op. at fn. 16 (2022). The separate factor of contact depends on the level of work-related contact between the petitioned-for employees and employees in the existing unit. *Walt Disney Parks and Resorts, U.S., Inc.*, supra, slip op. at 10. Evidence that employees have frequent contact with one another

¹² I further note that while there are differences in job functions and skills between the Weighmasters and the Crane and Shear Operators, differences also exist among the employees in the existing Yard Unit. The Board has held that when differences exist within a bargaining unit, differences between the petitioned-for employees and the existing unit are entitled to less weight that they may receive in other contexts. See *Walt Disney Parks and Resorts*, supra, slip op. at 10.

and perform similar functions is relevant when examining whether functional integration exists. See *Transerv Sys.*, 311 NLRB 766 (1993).

Here, the record reveals evidence of functional integration in the Employer's scrap metal operations. The evidence clearly demonstrates that despite the Facility's separate entrances to receive material, the Weighmasters and Inspector are regularly brought into contact with each other to provide service to customers bringing commingled non-ferrous and ferrous materials. Specifically, on a daily and frequent basis, customers bring commingled materials through either of the Employer's entrances. These customers either receive service from both the Inspector and the Weighmaster or service for both materials from the Weighmaster. As the Weighmaster explained, if the ferrous amount he receives on his end is a quantity or size that the can fit on the Weighmaster's scale, then the Weighmaster will also weigh and enter the commodity code for these ferrous items and issue an itemized receipt (of both ferrous and non-ferrous materials) to the customer, and move the material to the ferrous area. These facts clearly demonstrate an integration of the ferrous and non-ferrous operations rather than rigid division of these production processes.

Further evidence showing functional integration is found within the Weighmaster's testimony of Weighmasters' and the Inspector's customer service and productivity. Specifically, the Weighmaster testified that daily he: 1) asks the Crane Operator to assist with moving a customer's oversized non-ferrous load; 2) is called by the Inspector regarding non-ferrous material on a truck scale; and 3) coordinates with the Inspector about exchanging the radiation gun. These facts all support a finding that the employees work together and depend upon each other throughout the day to receive recyclable materials from the Employer's customers. Therefore, I conclude that this factor weighs in favor of finding a community of interest between the petitioned-for Weighmasters and the existing Yard Unit.

Also relevant is the amount of work-related contact among employees, including whether they work beside one another. As discussed above, there is evidence of significant work-related contact between the Yard Unit employees and the petitioned-for Weighmasters because of their functional integration. In addition to what is described above, this also includes radio communication, a shared work area where the irony aluminum is stored, and a shared use of a radiation gun. Weighmasters and Yard Unit employees also share the non-work area breakroom/locker room, bathrooms, and parking lot.¹³

Thus, I find that the factors of functional integration and contact weigh in favor of finding a community of interest.

¹³ The Employer argues in its brief that the Weighmaster overestimated the amount of time per day he interacts with the Yard Unit employees and that Bingaman's testimony regarding the frequency of contact between the two groups is more credible. Bingaman's testimony was limited to interactions surrounding the use of heavy equipment on the non-ferrous side. On balance, I find that Weighmaster's testimony establishes that there is frequent, daily contact between the two groups.

iv. Interchangeability

Interchangeability refers to temporary work assignments or transfers between two groups of employees. Frequent interchange “may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills.” *Hilton Hotel Corp.*, 287 NLRB 359, 360 (1987). When considering whether two groups of employees may be represented in the same unit, permanent interchange can support a community-of-interest finding. *Walt Disney Parks and Resorts, U.S., Inc.*, supra, slip op. at 10.

In this case, the record fails to reveal evidence of either temporary or permanent interchange between the employees in the existing Yard Unit and the petitioned-for Weighmasters. The record is void of any evidence of cross training and witness testimony demonstrates that Weighmasters and Yard Unit employees do not fill in for each other when absent from work. Although the witnesses’ employment with the Employer date back to only as far back as August 2023, nonetheless there was no evidence of permanent transfer between the two groups. Thus, I conclude that this factor weighs against finding a community of interest between the petitioned-for Weighmasters and the Yard Unit.

v. Supervision

Another community-of-interest factor is whether the two groups are commonly supervised. Common supervision weighs in favor of placing the employees in one unit. However, the fact that two groups are commonly supervised does not mandate that they be included in the same unit, particularly where there is no evidence of interchange, contact, or functional integration. *United Operations, Inc.*, supra, at 125.

The record reveals that the Weighmasters and the Yard Unit employees have common supervision. Specifically, Bingaman is the sole supervisor in charge of day-to-day operations at the Facility as well as all hiring, firing, discipline, and scheduling of employees. I find that this factor weighs in favor of finding a community of interest between the petitioned-for Weighmasters and the existing Yard Unit.

vi. Terms and Conditions of Employment

Terms and conditions of employment encompasses wage ranges and method of pay (for example, hourly), benefits, and work rules and policies. Where the terms and conditions of employment for petitioned-for employees and members of an existing bargaining unit are similar, this factor supports a community-of-interest finding. As noted above, in the self-determination context, however, differences in employment terms that result from collective bargaining do not mandate exclusion. *Public Service Co. of Colorado*, supra, slip op. at 1, n. 4. Indeed, such distinctions “may reasonably be expected in the *Armour-Globe* context, where the unit employees’ terms are the result of collective bargaining.” *Id.*

Here, the record reveals that the petitioned-for Weighmasters share many common terms and conditions of employment with the existing Yard Unit employees. Both groups are eligible for

the same medical, dental, and vision insurance and have the option to participate in the Employer's 401(k) program. Both groups are eligible for life insurance and short-term disability benefits. While the Weighmasters and the Yard Unit employees have separate wage scales, their hourly pay rates are similar and both groups are paid by direct deposit and have the same pay dates. The two groups of employees work the same daily schedule, weekly schedule, and weekend rotation. The Employer provides both groups with vacation time, albeit the Yard Unit receives an additional vacation day pursuant to its CBA.

The Employer's employee handbook is issued to all employees and equally applicable absent a superseding provision in a CBA. In addition, Bingaman applies Facility specific work rules for uniforms, meal periods, rest breaks, and overtime equally and without distinction to the Weighmasters and the Yard Unit. The uniforms that the Employer provides to the Weighmasters and Yard Unit are the same. The Employer provides all employees personal protective equipment (PPE) and an annual voucher for the purchase of boots. While the two groups generally utilize different equipment, these differences do not outweigh the strong similarities in their terms and conditions of employment described above.

Thus, I find that this factor weighs in favor of a community of interest between the petitioned-for Weighmasters and the Yard Unit.

vii. Conclusion Regarding Community of Interest

Considering the record evidence, I conclude that the petitioned-for Weighmasters comprise a distinct, identifiable segment of the Employer's workforce and share a sufficient community of interest with the employees in the existing Yard Unit. The factors of skills and training; job functions; functional integration; contact; terms and conditions of employment; and supervision all weigh in favor of finding a community of interest, while interchangeability weighs against and department weighs slightly against such a finding. My determination is consistent with Board decisions holding that plant clericals are afforded self-determination elections with respect to existing production units. See *Fisher Controls Co.*, 192 NLRB 514, 515 (1971).

In arguing that the Weighmasters constitute a stand-alone unit, the Employer maintains that consideration should be given to a 2018 Decision and Order in Case 08-UC-207025. The Petitioner filed Case 08-UC-207025 seeking to clarify the existing unit to include certain non-ferrous employees. As background, prior to December 2015, PSC Metal, Inc. operated its non-ferrous and ferrous operations from separate facilities; the non-ferrous operation was located about five miles from its current Facility. The ferrous employees were represented by the Petitioner whereas the non-ferrous employees were not represented by any labor organization. In December 2015, PSC Metal, Inc. moved its non-ferrous employees to the Employer's Facility. The Petitioner's unit clarification petition sought to add some of those non-ferrous employees to the existing unit at the Facility. Notably, the Weighmaster position was not sought in the unit clarification petition. Ultimately, the then Regional Director issued a decision finding that accretion of certain non-ferrous employees into the existing unit was not appropriate because there was no overwhelming community of interest between the two groups.

I disagree with the Employer's argument that the decision in 08-UC-207025 is relevant to this proceeding. First and foremost, the unit clarification petition did not seek to add the Weighmaster classification. Rather, the petition was limited to positions (non-ferrous equipment operator, non-ferrous lead, and non-ferrous laborer) that no longer exist at the Facility. Second, the unit clarification hearing was held in 2017 under the predecessor owner. When considering the community of interest issue in this case, I must examine the Employer's present business operations and the employees' current terms and conditions of employment. Finally, the Board has a very restrictive policy on accretion and applies a higher standard that requires finding little to no separate identity among the employees sought to be added and an "overwhelming community of interest" with the existing unit. *E. I. DuPont de Nemours, Inc.*, 341 NLRB 607, 608 (2004); *Safeway Stores, Inc.*, 256 NLRB 918, 918 (1981); *Frontier Telephone of Rochester, Inc.*, 344 NLRB 1270, 1271 (2005); *CHS, Inc.*, 355 NLRB 914, 916 (2010).

I am also unpersuaded by the Employer's argument that the bargaining history of two separate units at the Facility (Yard Unit and Drivers Unit) supports a stand-alone unit of Weighmasters. The parties stipulated that there was no history of collective bargaining involving the petitioned-for employees and, therefore, there is no bargaining history relevant to the community of interest analysis. Further, such a legal construction forestalls finding a community of interest in any *Armour-Globe* case.

III. CONCLUSION

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

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.¹⁴
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
4. 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.

¹⁴ The parties stipulated to the following commerce facts: The Employer, SA Recycling LLC, is a Delaware limited liability corporation with a facility located at 972 Old Columbus Road, Wooster, Ohio, where it is engaged in the business of scrap metal recycling. During the past twelve months, a representative period the Employer, in conducting its business operations described above, purchased and received at its Wooster, Ohio facility goods and materials valued in excess of \$50,000 directly from points located outside the State of Ohio.

5. The following employees of the Employer constitute an appropriate unit for a self-determination election for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees in the weighmaster job classification employed by the Employer at its facility located at 972 Old Columbus Road, Wooster, Ohio 44691; but excluding all office clerical employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

IV. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the voting group found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Teamsters Local Union No. 52. If a majority of valid votes are cast for Teamsters Local Union No. 52, they will be taken to have indicated the employees' desire to be included in the existing bargaining unit of Yard employees represented by Teamsters Local Union No. 52. If a majority of valid ballots are not cast for representation, they will be taken to have indicated the employees' desire to remain unrepresented.

A. Election Details

The election will be held on Thursday, May 22, 2025, from 7:30 a.m. to 8:00 a.m. at the conference room in the main building of the Employer's facility located at 972 Old Columbus Road, Wooster, Ohio 44691.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **April 25, 2025**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

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

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, 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. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **Tuesday, April 29, 2025**. 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.nlr.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.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

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

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

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. 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.

Dated: April 25, 2025



IVA Y. CHOE
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 08
1240 E 9TH ST, STE 1695
CLEVELAND, OH 44199-2086



United States of America
National Labor Relations Board
NOTICE OF ELECTION



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

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

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

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

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

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

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



United States of America
National Labor Relations Board
NOTICE OF ELECTION



VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

Those eligible to vote are: All full-time and regular part-time employees in the weighmaster job classification employed by the Employer at its facility located at 972 Old Columbus Road, Wooster, Ohio 44691 who were employed by the Employer during the payroll period ending April 25, 2025.

EMPLOYEES NOT ELIGIBLE TO VOTE:

Those not eligible to vote are: All office clerical employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

NOTE: If a majority of valid ballots are cast for Teamsters Local Union No. 52, they will be taken to have indicated the employees' desire to be included in the existing bargaining unit of Yard employees currently represented by Teamsters Local Union No. 52. If a majority of valid ballots are not cast for representation, they will be taken to have indicated the employees' desire to remain unrepresented.

DATE, TIME AND PLACE OF ELECTION

Thursday, May 22, 2025	7:30 a.m. to 8:00 a.m.	Conference Room in the main building of the Employer's facility, 972 Old Columbus Rd., Wooster, OH
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EMPLOYEES ARE FREE TO VOTE AT ANY TIME THE POLLS ARE OPEN.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



UNITED STATES OF AMERICA
National Labor Relations Board

08-RC-348902

OFFICIAL SECRET BALLOT

For certain employees of
SA RECYCLING LLC



Do you wish to be represented for purposes of collective bargaining by

TEAMSTERS LOCAL UNION NO. 52?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES

☐

NO

☐

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

The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

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

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

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

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

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

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

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

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

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