UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

CCI INDUSTRIAL SERVICES, LLC

Employer

and

BRADLEY JACOB RENFREW, AN INDIVIDUAL

Petitioner **Case 19-RD-375698**

and

TEAMSTERS LOCAL 959

Union

DECISION AND ORDER

On November 25, 2025, Bradley Jacob Renfrew (Petitioner) filed a petition seeking to decertify Teamsters Local 959 (Union) as the exclusive collective-bargaining representative of certain employees of CCI Industrial Services, LLC (Employer).[1] A hearing on the petition was held on December 9, 2025. At issue is whether an informal Board settlement agreement resolving unfair labor practice charges bars the processing of the petition. The Union contends that the petition should be dismissed because the settlement precludes an election. The Employer and the Petitioner contend that there is no bar to an election because there has been a reasonable period of time for bargaining and that the petition should be processed. As discussed below, based on the record and relevant Board law, I conclude that a reasonable time for bargaining has not elapsed and the petition is barred. Accordingly, I shall dismiss the petition.

I. FACTS

The Employer provides construction and fabrication, trucking, fluids hauling, crane services, and other drilling support services to oil companies in Alaska and other states.

Based on a petition filed by the Union in 19-RC-34118, on March 23, 2024, the Region conducted an election among the mechanic shop foremen, heavy-duty mechanics, light mechanics, trailer mechanics, tire men, and parts department employees of the Employer at its Nikiski, Alaska, facility. The Union lost that election by 4 votes to 5 but then filed objections to Employer conduct that allegedly affected the outcome of the election. The Union also filed several unfair labor practice charges alleging numerous coercive statements to voters and several unlawful changes in working conditions. On October 22, 2024, the Union and the Employer entered into an informal

[1] Party names appear herein as the parties stipulated.

Board settlement, which provided for the Union to withdraw the election petition and its objections and for the Employer to recognize and bargain with the Union as the exclusive bargaining representative of the petitioned-for unit.

On November 14, 2024, the Union, through organizer Derek Musto, emailed the Employer's attorney, Bill Evans, to request bargaining. Evans responded that the Employer's general counsel, Stephen Cox, would be in charge of bargaining and directed Musto to contact him, which Musto did. Cox and Musto corresponded for several months, in what Musto described as a frustrating effort to schedule dates for bargaining, in that it was difficult to match up dates and the Employer declined to offer as many days for bargaining as the Union wished. According to Kenai and Cook Inlet Division Vice President of Operations Dennis Schultz, the parties did not meet until March 2025 because the Union was unavailable in February.

In late December 2024, Musto sent an extensive request to Cox for information on the bargaining unit and its terms and conditions of employment, including health benefits, in order to prepare for bargaining. After what Musto described as extensive back and forth, the Employer provided documents in an encrypted version that the Union could not open. According to Musto, he repeatedly asked the Employer to send an unencrypted version. At the first bargaining session, Musto asked Cox to re-send the requested information unencrypted. According to Musto, the Employer did not provide all of the requested information until nearly 11 months after the Union first requested it, although Musto acknowledged not pursuing the missing information—about health benefits—during the months spent negotiating with Cox over non-economic terms.

The parties first met for bargaining on March 11, 2025. In total, through the December 9, 2025, date of the hearing in this matter, the parties met to bargain on 15 days: March 11 and 12; April 3 and 4; June 9, 10, and 30; July 1; August 27 and 28; October 27, and 28; and November 17 and 18, 2025. Between March 11 and July 1, 2025, Cox and Schultz represented the Employer; after that, attorney Bill Evans took over bargaining. The Union was represented throughout by Musto, business representative Norman Blair, and two bargaining unit members, Ricky Graves and John Blackman.[2]

The April 4 session was cut short for Cox to take a phone call, and the June 10 meeting was cut short for Schultz to take a meeting. The March 11 and June 30 sessions lasted about 8 hours each (minus breaks and caucuses), but all of the other sessions were significantly shorter. The August 27 and October 28 sessions each lasted only about an hour.

[2] At the hearing, three witnesses, one for each party, testified: Dennis Schultz, vice president of operations for the Employer's Kenai and Cook Inlet Division, who was present during the parties' bargaining but did not lead it; Union organizer Derek Musto, who led bargaining on behalf of the Union; and the Petitioner, who was not present at bargaining and therefore provided no testimony about it. Neither Cox nor Evans testified. Musto testified in great detail about what occurred during bargaining, supported by notes that were entered in evidence. The Employer did not enter any notes in evidence, and Schultz testified only in general terms about bargaining. Although a representation case hearing is a formal proceeding, it is investigatory and non-adversarial. See Case Handling Manual II (Representation), §§ 11181 and 11185. Accordingly, I have not made credibility determinations regarding testimony but have instead made my determination about what occurred in bargaining based on uncontradicted evidence.

The parties were originally scheduled to meet on May 6 and 7, 2025, but on April 30 Cox emailed to say that he could not make the May 7 in-person session, as he had work appointments in Anchorage, although he suggested that he might still be able to join virtually. The Union responded by taking this as a cancellation of both the May 6 and 7 sessions. The parties were scheduled to meet on October 17, 2025, but Evans did not show.

Neither Cox nor Schultz had ever previously negotiated a collective bargaining agreement. Neither took notes during bargaining, nor, apparently, did anyone for the Employer. Schultz had previously worked in unionized workplaces and, according to Musto, seemed to have a passing familiarity with how a collective bargaining agreement (CBA) worked. Based on the questions Cox asked about basic elements of bargaining and CBAs, Musto's assessment was that Cox lacked any knowledge of collective bargaining. In response to questions from Cox, Union representatives spent time at several sessions explaining how tentative agreements (TAs) worked and what union security and seniority entailed.

At each session, the Union presented written proposals for a given article. Throughout Cox's leadership at bargaining, the Employer did not present written proposals, except occasionally to redline the Union's proposals. Frequently, the parties simply verbally proposed language, in some cases TAing portions of provisions. Schultz described the bargaining sessions as disjointed and inefficient, and Musto described them as "unbelievably slow and unorthodox" until Evans took over beginning in August. By that point, the parties had gone over language for only two or three contract articles.

On March 12, 2025, Cox agreed to send counter-proposals via email in advance of bargaining. However, the Employer in fact sent its next counter-proposal to the Union at 4:50 p.m. on April 2, with bargaining beginning at 9 a.m. the next morning.

At the first session, Cox acknowledged that Bill Evans was acting as a "consultant" behind the scenes, and Cox repeatedly responded to proposals and questions from the Union by saying he would have to speak to Evans or to "counsel." This occurred three times in the March 11 session. During the March 12 session Cox stated that he had no response to the Union's proposal on work assignment because he had been "trading emails with Bill" about it. In discussing arbitration on April 3, Cox proposed requiring arbitrators to have offices in Idaho, Montana, and Texas. When the Union asked why, Cox said that Evans had provided that language. During a discussion of worker injury protection at the June 9 session, Cox said he would have to ask "Bill" what he thought about it before making a counter. Similarly, when discussing steward super seniority at the June 10 session, Cox said he would have to discuss it with "Bill."

Cox also repeatedly responded to Union proposals by referencing the need to check CBAs the Employer was already party to. For example, on March 12, 2025, Cox mentioned 15 CBAs the Employer was party to and said he needed to look at them before deciding how to counter. When Musto asked on April 3, 2025, if Cox had looked at those CBAs, Cox responded that he had not, that he had "outsourced it to Bill." During a discussion later that same day when the Employer rejected the Union's proposal for union security without offering a counter-proposal, Musto asked Cox if he had reviewed the earlier-referenced CBAs for union security language, and Cox again

said he had "outsourced" looking at the CBAs and had "asked [Evans] if we could propose" something on union security. In regard to the Employer's rejection of a provision on non-discrimination and union neutrality, Musto again asked if similar language was contained in the other CBAs. Cox responded that he would "look at notes with counsel on that." On April 3, 2025, when discussing the Union's proposals on GPS and other tracking technology, Cox stated there was no such language in any other CBA the Employer was party to. On April 4, 2025, in explaining why the Employer was rejecting the Union's proposal for dues checkoff, Cox stated that he had looked at two CBAs the Employer was party to and that they did not have dues checkoff. Musto asked if those CBAs covered units in Alaska, and Cox responded that they did. Later that same day, Cox said that the Employer was party to two or three agreements in Alaska that did not contain dues checkoff. Musto asked Cox to send those agreements to him that week. According to Musto's testimony and notes, Cox agreed to do so.

However, at the June 9 session, when Musto said that he had not received the CBAs from Cox, Cox indicated that he "would be shocked" if he had agreed to provide them. This infuriated Musto, who then read back to Cox his notes indicating that Cox had agreed to provide the CBAs. The next day, June 10, the parties engaged in a lengthy back and forth about the issue. Cox mentioned a CBA involving the International Brotherhood of Electrical Workers (IBEW) and the National Electrical Contractors Association (NECA). Cox stated that he wasn't sure that he could provide a copy of the CBA without NECA's permission. Musto said he could, but Cox again said he would have to speak to legal counsel. Later that day, during a discussion of super seniority, Cox said that he would look at other CBAs for language.

Musto concluded from these interactions that Cox lacked authority to make decisions or answer questions at the table. On June 10, 2025, after the fourth time that day that Cox referred to needing to talk to Bill Evans, Musto said they needed to have Evans at the table. Cox responded that that would be very costly. The parties spent some time discussing a proposal, from the Employer, whereby the Employer would be able to file grievances against the Union, which Musto considered bizarre. When Musto asked Cox for an example of a situation the Employer wanted to be able to grieve, Cox mentioned harassment of an employee who wanted to decertify the Union. Musto responded that they needed a "real world proposal."

Later that day, when Cox again referred to CBAs without union security, Musto again asked to see those agreements. Cox said that he "was not going to talk to people" to procure them. However, Cox finally agreed to ask NECA for permission to share that CBA. On June 11, 2025, Cox provided a copy of a NECA CBA, but with no signature indicating that the Employer was a party to it, and which turned out to be an expired agreement for an Employer facility that no longer operated. Furthermore, contrary to Cox's claims, it did in fact contain union security and dues deduction clauses. Shortly afterward, Cox responded to a question about the Employer's proposed management rights language by saying that it was drawn from another agreement.

At this point, Musto became exasperated. He pointed out that the CBA provided did have union security and dues deduction. He said that Cox had suggested back in March 2025 that Musto had lied in claiming Cox had promised to provide CBAs. "We only have our integrity at the table," he said, and again demanded all the referenced CBAs. Musto took up this contention again at the

June 30 session. He noted that he had copious notes confirming that Cox had repeatedly said that the Employer had agreements without union security and dues checkoff, then when Cox finally provided one CBA it did in fact contain both those provisions. "Your background [is] extensive. We should not be having these issues," Musto said.

Cox notified the Union in mid-July 2025 that he was leaving his employment with the Employer. He indicated that someone would reach out to the Union to continue bargaining. When no one did, Musto reached out, and Evans responded that he was taking over. Finally, on August 27, the parties resumed bargaining. With Bill Evans at the table, bargaining took a turn. According to Musto, Evans shifted to a more efficient and traditional style of bargaining, in which the parties exchanged written proposals and TAed only complete provisions. "[N]egotiations started picking up," according to Musto, even though the parties met only virtually and with a two-month break between the second and third session. At the first session with Evans, the parties TAed a union security provision and a grievance arbitration provision without an Employer right to file grievances. According to Musto, the parties have TAed many noneconomic items and are beginning to discuss economics. The parties in November began discussing health benefits, and Evans provided information about these benefits (finally fully satisfying the Union's information request). At a later session, Evans brought the Employer's chief financial officer to the table to discuss benefits costs. Nevertheless, between August 27, 2025, when Evans took over bargaining, and the December 9, 2025, date of the hearing, the parties had met only six times, for a total of about 12 ½ hours.

No one has asserted the parties have reached impasse.

II. ANALYSIS

"[A] bargaining relationship once rightfully established must be permitted to exist and function for a reasonable period in which it can be given a fair chance to succeed." *Franks Bros. Co. v. NLRB,* 321 U.S. 702, 705 (1944). Based on this doctrine, the Board has repeatedly held that a representation petition is properly dismissed if, at the time the petition was filed, a reasonable period of time had not elapsed following a settlement agreement that required bargaining. *Freedom WLNE-TV, Inc.,* 295 NLRB 634 (1989).

In *Lee Lumber and Building Material Corp.*, following a remand from an appeals court, the Board established a minimum of 6 months and maximum of a year bar on an election when an employer has been found, or has admitted, to have unlawfully refused to recognize or bargain with an incumbent union. 334 NLRB 399, 402 (2001), enfd. 310 F.3d 209 (D.C. Cir. 2002). However, the Board has also held that this holding does not apply in cases where there has been no finding or admission of unlawful conduct. *Technica LLC,* 28-RD-218554, 2018 WL 3817150, slip op. at 1 (Aug. 9, 2018). Instead, a regional director in such cases must apply an older multi-factor test, considering 1) whether the parties were negotiating for a first contract, 2) the complexity of the issues being negotiated, 3) the amount of time spent bargaining, 4) the progress made in bargaining, and 5) whether the parties reached impasse. *AT Systems West, Inc.,* 341 NLRB 57, 61 (2004) (citing *Poole Foundry & Machine Co.,* 95 NLRB 34, 36 (1951), enfd. 192 F.2d 740 (4th Cir. 1995), and progeny). When parties are negotiating a first contract, the reasonable time is

longer, because "in initial bargaining . . . , the parties have to establish basic bargaining procedures and core terms and conditions of employment, which may make negotiations more protracted than in renewal contract bargaining." *Lee Lumber*, 334 NLRB at 403. Complex issues and bargaining structures, including inviting input from others not at the table, also tend to extend the reasonable time necessary for bargaining. *Id.*

The critical time period for determining whether a reasonable time to bargain has elapsed starts from the date of the approval of the settlement agreement. *Gerrino, Inc.*, 306 NLRB 86, 89 (1992). However, if a settlement containing a bargaining provision is to have any force, the parties must have a reasonable time to *actually* bargain. *Poole Foundry,* 95 NLRB at 36. The Board, sustained by the appeals courts, has repeatedly held that "the reasonable period of time is to be measured by whether or not the parties have an adequate opportunity to bargain, rather than by the passage of time." *Textron, Inc.,* 300 NLRB 1124, 1132 (1990), enfd. 965 F.2d 141 (7th Cir. 1992) (citing *All Brand Printing Corp.*, 236 NLRB 140 (1978), enfd. 594 F.2d 926 (2d Cir. 1979)). "The test for determining what is and what is not a reasonable period of time is 'what transpires during the time period under scrutiny rather than the length of time elapsed.'" *Gerrino,* 306 NLRB at 88 (quoting *King Soopers, Inc.*, 295 NLRB 35, 37 (1989)). The Board examines the overall factual circumstances to determine "whether, under the circumstances, the parties have had sufficient time to reach agreement." *MGM Grand Hotel, Inc.,* 329 NLRB 464, 466 (1999). In *All Brand*, the Board found that, after three years of delayed bargaining, a settlement still obligated the employer to bargain for a reasonable time and barred an election. 236 NLRB 140. In *Textron*, the settlement still barred an election after five years of delayed bargaining. 300 NLRB 1124. In *MGM Grand*, the Board found that even though at least 25 bargaining sessions over 11 months had occurred, in the circumstances a reasonable time had not elapsed. 329 NLRB 464.

Here, the parties signed a settlement in October 2024 but did not begin meeting for the purpose of bargaining until March 2025.

As regards the first factor, the parties were bargaining a first contract, which weighs in favor of a longer reasonable time for bargaining.

As regards the second factor, complexity of the issues and bargaining structure, although there is no evidence that anything intrinsic to the business or bargaining unit made the issues especially complex, the Employer made bargaining complex by failing until August 2025 to bring a representative with knowledge and authority to the table, repeatedly referencing other documents (CBAs) that it did not provide to the Union, and not making written proposals. This factor strongly weighs in favor of Petitioner's argument.

Similarly, as regards the amount of time spent bargaining, the record demonstrates that at least 5 months were spent without any appreciable progress because the Employer's bargaining representatives lacked sufficient knowledge and authority to actually bargain in good faith toward reaching an agreement. Only since late August 2025 has the Employer brought to the table a representative with authority, and since then the parties have met for only 12 ½ hours total, none of it in-person. As of the filing of the decertification petition, only 6 sessions over 3 months of bargaining with Evans had passed. This factor too weighs in favor of Petitioner's position.

Considering the same evidence in regards to the fourth factor, progress made in bargaining, the answer is the same. While very little progress was made while Cox led negotiations, according to Musto's uncontradicted testimony, the parties have begun to make progress since Evans joined the table.

As to the fifth factor, no party asserts that the parties have reached impasse and, with the parties not having even exchanged complete proposed contracts, I see no evidence that impasse has been reached.

For all these reasons, I find that a reasonable period sufficient to reach agreement has not yet passed. Therefore, the parties' settlement bars an election.

It is hereby ordered that the petition in this matter be, and it is, dismissed.

RIGHT TO REQUEST REVIEW

Pursuant to § 102.67(c) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

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

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time) on January 21, 2026**, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on January 21, 2026.**

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The

responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

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

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

Dated: January 6, 2026

Ronald K. Hooks

RONALD K. HOOKS
Regional Director
National Labor Relations Board
Region 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006