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**RM Contracting, LLC, d/b/a 3M Contracting, LLC
and International Union of Operating Engineers
Local No. 234.** Case 18–CA–351538

February 19, 2026

DECISION AND ORDER

BY MEMBERS PROUTY, MURPHY, AND MAYER

The General Counsel seeks a default judgment in this case on the ground that RM Contracting, LLC d/b/a 3M Contracting, LLC (the Respondent) has failed to file an answer to the complaint. Upon a charge filed by the International Union of Operating Engineers Local No. 234 (the Union) on September 26, 2024, the General Counsel issued a complaint and notice of hearing on March 10, 2025, against the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On April 9, 2025, the Acting General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. Thereafter, on June 13, 2025, the Chief Administrative Law Judge, acting pursuant to 29 C.F.R. § 102.179, issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board’s Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by March 24, 2025, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the Acting General Counsel’s motion disclose that the Region, by email dated March 24, 2025, advised the Respondent that unless an answer was received that day, a motion for default judgment would be filed. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the General Counsel’s Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a limited liability company with an office and place of business in Osceola, Iowa (the Respondent’s facility), and has been engaged in excavation and building operations. During the calendar year ending December 31, 2024, the Respondent, in the course of conducting its operations, performed services valued in excess of \$50,000 in States other than the State of Iowa and purchased and received at its Osceola, Iowa facility goods valued in excess of \$50,000 directly from points outside the State of Iowa.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Rene Martinez held the position of the Respondent’s owner and has been a supervisor of the Respondent within the meaning of Section 2(11) of the Act and an agent of the Respondent within the meaning of Section 2(13) of the Act.

The following employees of the Respondent, set forth in the three classifications below (the unit), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

CERTIFIED CRANE OPERATOR.

CLASSIFICATION “A”: Asphalt laydown machine, Asphalt Plant Operator, Asphalt heater-planer unit; Excavator/Backhoe; Bulldozer; Central mix plant; Concrete pump; Crawler tractor pulling scraper; Directional Drill (60,000 pounds and over pull back); Dredge Engineer, Dredge Leverman; Front-end loader (over 2 yds); Group Equipment Greaser (unsupervised); Heavy Equipment Robotics Operator/Technician; Horizontal boring machine; Master Mechanic; Milling machine; Motor patrol; Portland concrete paver; Power shovel, Crane & dragline; Pushcat; Rotary Mixer/Road Reclaimer; Scraper (10 yards & over, or finish); Self-propelled elevating grader or similar machine; Self-propelled Cement Finisher; Sideboom tractor; Subgrader (or equivalent); Tow, push boat or work boat; Trenching machine (Cleveland 80 or similar capacity); Concrete Cleaning/Decontamination Machine Operator; Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician; Vacuum Blasting Machine Operator/Maintenance Technician; Vac Truck; Master Environmental Maintenance Technician.

CLASSIFICATION "B": Asphalt distributor, Asphalt finish roller, Asphalt screed; Belly Dump Trucks; Belt loader or similar machine; Bullfloat; Churn or rotary drill; Concrete widening machine, Concrete curbing machine; Conveyor; Crawler tractor - pulling ripper, disc sheepsfoot or roller; Deckhand/Oiler; Directional Drill (under 60,000 pounds pull back); Finishing machine (on concrete); Flex plane; Forklift; Form grader; Front-end loader (under 2 yds); Group greaser (supervised); Haul loader or similar; Mechanic-Welder; Medium Equipment Robotics Operator/Technician; Off-road articulated hauler; Paving breaker; Pumps (over 3"); Portland concrete dry batch plant; Scraper Operator (under 10 yds); Screening and wash plant; Skid loader; Spreader Operator; Self-propelled roller (other than asphalt); Self-propelled vibrating compactor; Shoulder machine; Trenching machine (other than a above); Water Truck for compaction; Water wagon on compaction.

CLASSIFICATION "C": Asphalt roller (other than finish); Boiler; Boom & winch truck; Compressor; Concrete spreader; Belt placer; Fann type or utility tractor with attachments (under 50 hp); Group Greaser Helper; Light plant; Mechanical broom; Mechanical heater; Mechanic Helper; Oiler; Pile hammer power unit; Pump (other than dredge); Pumps (3" and under); Pumps on well points and deep wells for dewatering; Robotic Camera Operator; Safety boat; Small Equipment Robotics Operator/Technician; Truck Crane Combination Driver - Oiler; Welding machine.

Since about December 1, 2023, and at all material times, the Respondent has recognized the Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in the parties' collective-bargaining agreement effective from December 1, 2023, to November 31, 2026.

At all times since December 1, 2023, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

Since about April 5, 2024, the Respondent has failed to continue in effect all the terms and conditions of the parties' collective-bargaining agreement by withholding union dues deducted pursuant to valid, unexpired, and unrevoked employee checkoff authorizations without remitting them to the Union, as required by the collective-bargaining agreement.

The terms and conditions of employment described above are mandatory subjects for the purposes of collective bargaining.

The Respondent engaged in the conduct described above without the Union's consent.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(5) and (1) of the Act. The Respondent's unfair labor practices described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to remit to the Union dues deducted since April 5, 2024, despite having deducted the dues pursuant to valid, unexpired, and unrevoked dues checkoff authorizations, we shall order the Respondent to make the Union whole for all dues that would have been paid but for the Respondent's unlawful conduct by remitting to the Union such withheld dues as required by the parties' collective-bargaining agreement and to make employees whole for any expenses ensuing from the Respondent's failure to make the remittances as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981), the amounts to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), and *Kentucky River Medical Center*, 356 NLRB 6 (2010).

ORDER

The National Labor Relations Board orders that the Respondent, RM Contracting, LLC d/b/a 3M Contracting, Osceola, Iowa, its officers, agents, successors, and assigns shall:

1. Cease and desist from

(a) Failing and refusing to continue in effect all the terms and conditions of the parties' collective-bargaining agreement by failing and refusing to remit to the Union dues deducted pursuant to valid, unexpired, and unrevoked employee checkoff authorizations, as required by the collective-bargaining agreement.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Make the Union whole by remitting to the Union dues deducted since April 5, 2024, pursuant to valid,

unexpired, and unrevoked employee checkoff authorizations, with interest, in the manner set forth in the remedy section of this decision.

(b) Make unit employees whole for any expenses ensuing from the Respondent’s failure to remit union dues, with interest, in the manner set forth in the remedy section of this decision.

(c) Within 14 days after service by the Region, post at its Osceola, Iowa facility copies of the attached notice marked “Appendix.”¹ Copies of the notice, on forms provided by the Regional Director for Region 18, after being signed by the Respondent’s authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 5, 2024.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 18 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. February 19, 2026

David M. Prouty, Member

James R. Murphy, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to a Judgment of the

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

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

FEDERAL LAW GIVES YOU THE RIGHT TO

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

WE WILL NOT fail and refuse to remit to the Union dues deducted pursuant to your valid, unexpired, and unrevoked checkoff authorizations, as required by our collective-bargaining agreement.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL remit to the Union dues deducted since April 4, 2024, pursuant to your valid, unexpired, and unrevoked checkoff authorizations, with interest, in the manner set forth in the remedy section of this decision.

WE WILL make you whole for any expenses ensuing from the Respondent’s failure to remit union dues, with interest, in the manner set forth in the remedy section of this decision.

RM CONTRACTING, LLC D/B/A 3M
CONTRACTING, LLC

The Board’s decision can be found at www.nlr.gov/case/18-CA-351538 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

