

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

Blue Tarp reDevelopment, LLC d/b/a Springfield and New England Joint Board, UNITE HERE. Case 01–CA–356311

April 1, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY
AND MAYER

This is a refusal-to-bargain case in which Blue Tarp reDevelopment, LLC d/b/a MGM Springfield (the Respondent) is contesting the certification of New England Joint Board, UNITE HERE (the Union) as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on December 9, 2024, amended January 23, 2025, by the Union, the General Counsel issued a complaint on March 20, 2025, alleging that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain with the Union following the Union’s certification in Case 01–RC–335489. (Official notice is taken of the record in the representation proceeding as defined in the Board’s Rules and Regulations, Sections 102.68 and 102.69(d). *Frontier Hotel*, 265 NLRB 343 (1982)). The Respondent filed an answer admitting in part and denying in part the allegations in the complaint and asserting affirmative defenses.

¹ In its answer, the Respondent denies par. 5(a) of the complaint, which states that the unit is appropriate for the purposes of collective bargaining within the meaning of Sec. 9(b) of the Act. The Respondent stipulated to the appropriateness of the bargaining unit in the representation proceeding and so does not raise a material issue of fact by this denial. See *Wismettac Asian Foods, Inc.*, 370 NLRB No. 62, slip op. at 1 fn. 1 (2020) (later denial of fact previously stipulated to in representation proceeding did “not raise any litigable issue in [test-of-certification] proceeding”); *Biewer Wisconsin Sawmill, Inc.*, 306 NLRB 732, 732 fn. 1 (1992) (same).

The Respondent also denies par. 5(c) of the complaint, which states that at all times since September 23, 2024, based on Sec. 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit. The Respondent admits the allegations that it has refused to bargain with the Union in par. 6 of the complaint, but asserts that it had no duty to bargain with the Union because the certification of representative was improper and that the results of the election must be set aside. The Respondent denies the allegations in pars. 7 and 8 of the complaint, which state that its failure to recognize and bargain with the Union violated Sec. 8(a)(5) and (1) of the Act, and that its unfair labor practices affect commerce within the meaning of Sec. 2(6) and (7) of the Act. All representation issues were fully litigated and resolved in the underlying representation proceeding; thus, we conclude that the Respondent’s denials do not raise any issues warranting a hearing.

The Respondent asserts that unspecified allegations in the complaint are barred by Sec. 10(b) of the Act. However, the Respondent has not

On February 18, 2026, the General Counsel filed a Motion for Summary Judgment. On February 20, 2026, the Board issued an Order Transferring the Proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent has not filed a response to the Notice to Show Cause.

Ruling on Motion for Summary Judgment

The Respondent admits that it has refused to bargain but asserts that it has no duty to bargain and contests the validity of the Union’s certification of representative based on its objections to the election in the underlying representation proceeding.¹

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding. The Respondent does not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor has it established any special circumstances that would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondent has not raised any representation issue that is properly litigable in this unfair labor practice proceeding. See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941). Accordingly, we grant the Motion for Summary Judgment.²

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a Massachusetts limited liability company with an office and

presented any factual or legal basis in support of this defense, and its answer admits that the charge was filed on December 9, 2024, and that it has refused to bargain with the Union since October 1, 2024. Therefore, we find that the Respondent’s Sec. 10(b) defense is without merit.

The Respondent further asserts that the complaint is void because the Board lacked a quorum when the complaint issued. Under the Act, the General Counsel, an independent officer, has authority to issue and prosecute unfair labor practice complaints; whether the Board had a valid quorum does not affect the validity of the complaint. See *Pallet Cos.*, 361 NLRB 339, 339 (2014), enfd. 634 Fed. Appx. 800 (D.C. Cir. 2015).

The Respondent further asserts that the Board lacks the authority to impose the remedies sought by the General Counsel, that the allegations in the complaint fail to establish a violation of Sec. 8(a)(1) and/or Sec. 8(a)(5) of the Act, and that it reserves the right to assert additional affirmative defenses at a later stage. The Respondent has not, however, offered any explanation or evidence to support these bare assertions. Thus, we find that these affirmative defenses are insufficient to warrant denial of the General Counsel’s Motion for Summary Judgment. See, e.g., *Sysco Central California, Inc.*, 371 NLRB No. 95, slip op. at 1 fn. 1 (2022); *Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino*, 366 NLRB No. 58, slip op. at 1 fn. 1 (2018), enfd. sub nom. *Operating Engineers Local 501 v. NLRB*, 949 F.3d 477 (9th Cir. 2020).

² The Respondent’s request that the complaint be dismissed is therefore denied.

place of business in Springfield, Massachusetts, and has been engaged in the business of operating a casino.

Annually, in conducting its operations described above, the Respondent derives gross revenues in excess of \$500,000 and purchases and receives at its Springfield, Massachusetts facility goods valued in excess of \$5000 directly from points outside the Commonwealth of Massachusetts.

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.

I. ALLEGED UNFAIR LABOR PRACTICES

A. *The Certification*

Following an election conducted by secret ballot on March 8 and 9, 2024, the Regional Director issued a Certification of Representative in Case 01-RC-335489 on September 23, 2024, certifying the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All full-time and regular part-time table games dealer, poker games dealers and poker attendants employed by the Employer at its 1 MGM Way, Springfield, Massachusetts facility; but excluding slot attendants, cage workers, security officers, clerical employees, professional employees, managers, and guards, and supervisors as defined in the Act.³

On January 30, 2026, the Board denied the Respondent's request for review of the Regional Director's Decision and Certification of Representative. The Union continues to be the exclusive collective-bargaining representative of the unit employees under Section 9(a) of the Act.

B. *Refusal to Bargain*

On October 1, 2024, the Union, by email, requested that the Respondent bargain with the Union as the exclusive collective-bargaining representative of the unit. Since about October 1, 2024, and continuing to date, the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.

We find that the Respondent's conduct constitutes an unlawful failure and refusal to recognize and bargain with the Union in violation of Section 8(a)(5) and (1) of the Act.

³ The complaint lists "table games dealers" as an included employee classification; however, the certification of representative includes "table games dealer" as the classification.

The certification notes that Dealer Trainees are neither included in nor excluded from the bargaining unit because the parties did not agree on

CONCLUSION OF LAW

By failing and refusing since about October 1, 2024, to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the appropriate unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall order it to cease and desist, to bargain on request with the Union and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of the certification as beginning on the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); accord *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), *enfd.* 350 F.2d 57 (10th Cir. 1965); *Lamar Hotel*, 140 NLRB 226, 229 (1962), *enfd.* 328 F.2d 600 (5th Cir. 1964), *cert. denied* 379 U.S. 817 (1964).

ORDER

The National Labor Relations Board orders that the Respondent Blue Tarp reDevelopment, LLC d/b/a MGM Springfield, Springfield, Massachusetts, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with New England Joint Board, UNITE HERE (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(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) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time table games dealer, poker games dealers and poker attendants employed by the Employer at its 1 MGM Way, Springfield,

their inclusion or exclusion in the unit. Pursuant to the terms of the stipulated election agreement, Dealer Trainees were permitted to vote subject to challenge in the election, but challenges were not determinative.

Massachusetts facility; but excluding slot attendants, cage workers, security officers, clerical employees, professional employees, managers, and guards, and supervisors as defined in the Act.

(b) Within 14 days after service by the Region, post at its facility in Springfield, Massachusetts, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 1, 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 October 1, 2024.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 1 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. April 1, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

⁴ 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 recognize and bargain with New England Joint Board, UNITE HERE (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit.

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, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following appropriate bargaining unit:

All full-time and regular part-time table games dealer, poker games dealers and poker attendants employed by the Employer at its 1 MGM Way, Springfield, Massachusetts facility; but excluding slot attendants, cage workers, security officers, clerical employees, professional employees, managers, and guards, and supervisors as defined in the Act

BLUE TARP REDEVELOPMENT, LLC D/B/A MGM
SPRINGFIELD

The Board's decision can be found at www.nlr.gov/case/01-CA-356311 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."

