

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.

Curaleaf Massachusetts, Inc.¹ and United Food and Commercial Workers Union, Local 1445. Case 01–CA–349176

April 1, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY
AND MAYER

This is a refusal-to-bargain case in which Curaleaf Massachusetts, Inc. (the Respondent) is contesting the certification of United Food and Commercial Workers Union, Local 1445 (the Union) as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on August 27, 2024, amended September 12, 2024, by the Union, the General Counsel issued a complaint on October 2, 2024, 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–336464.² (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.

The General Counsel filed a Motion for Summary Judgment on October 23, 2024. On February 25, 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.

¹ The caption in the complaint inadvertently identifies the Respondent as Curaleaf of Massachusetts, Inc.

² The Respondent's answer denies knowledge or information sufficient to form a belief concerning the filing and service of the charge in this proceeding. Copies of the charge and the affidavit of service of the charge are included in the documents supporting the General Counsel's motion, showing the date of this document as alleged, and the Respondent does not refute the authenticity of these documents.

³ Throughout its answer, the Respondent denies that the Union is the exclusive collective bargaining representative of the unit and asserts that the Union was improperly certified (pars. 7(c), 9 and affirmative defense 2). The Respondent also denies that its refusal to bargain with the Union violated Sec. 8(a)(5) and (1) of the Act (par. 10), and that its unfair labor practices affect commerce within the meaning of Sec. 2(6) and (7) of the Act (par. 11). All representation issues were fully litigated and resolved in the underlying representation proceeding; thus, we conclude that the Respondent's denials and affirmative defense do not raise any issues warranting a hearing.

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.³

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.⁴

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business in Oxford, Massachusetts, and has been engaged in the retail sale of cannabis and cannabis-related products.

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

The Respondent also asserts as an affirmative defense that the complaint is invalid and deprives the Respondent of due process because it was issued prior to the finality of the representation case proceeding. This argument is without merit. The Respondent's duty to bargain attached when the certification of representative issued. See *Allstate Insurance Co.*, 234 NLRB 193, 193 (1978).

Finally, the Respondent asserts that the complaint fails to state a claim upon which relief can be granted. The Respondent has not, however, offered any explanation or evidence to support this bare assertion. Thus, we find that this affirmative defense is insufficient to warrant denial of the General Counsel's Motion for Summary Judgment. See, e.g., *Syxco 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).

⁴ The Respondent's request that the complaint be dismissed is therefore denied.

I. ALLEGED UNFAIR LABOR PRACTICES

A. The Certification

Following an election conducted by secret ballot on April 5, 2024, the Regional Director issued a Certification of Representative in Case 01–RC–336464 on July 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 employees at the Employer’s adult-use cannabis dispensary, operated by Curaleaf Massachusetts, Inc. and medical-use cannabis dispensary, operated by Curaleaf North Shore, Inc., at 425 Main Street in Oxford, MA, but excluding managerial employees, and guards, professional employees and supervisors as defined in the Act.

On January 29, 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 July 24, 2024, the Union, by email, requested that the Respondent bargain with the Union as the exclusive collective-bargaining representative of the unit. Since about July 24, 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.⁵

CONCLUSION OF LAW

By failing and refusing since about July 24, 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 Curaleaf Massachusetts, Inc., Oxford, Massachusetts, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with United Food and Commercial Workers Union, Local 1445 (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 employees at the Employer’s adult-use cannabis dispensary, operated by Curaleaf Massachusetts, Inc. and medical-use cannabis dispensary, operated by Curaleaf North Shore, Inc., at 425 Main Street in Oxford, MA, but excluding managerial employees, and guards, professional employees and supervisors as defined in the Act.

(b) Within 14 days after service by the Region, post at its location in Oxford, Massachusetts, copies of the attached notice marked “Appendix.”⁶ 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

⁵ We make no finding as to the complaint’s allegations that Alyssa Sandstrom, the Respondent’s Store Manager, and Kaitlin Kaseta, the Respondent’s legal counsel, were agents of the Respondent within the meaning of Sec. 2(13) of the Act.

⁶ 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 United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

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 July 24, 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

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 United Food and Commercial Workers Union, Local 1445 (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 employees at the Employer's adult-use cannabis dispensary, operated by Curaleaf Massachusetts, Inc., and medical-use cannabis dispensary, operated by Curaleaf North Shore, Inc., at 425 Main Street in Oxford, MA, but excluding managerial employees, and guards, professional employees and supervisors as defined in the Act.

CURALEAF MASSACHUSETTS, INC.

The Board's decision can be found at www.nlr.gov/case/01-CA-349176 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.

