

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

DETREX CORP., A SUBSIDIARY OF THE ELCO
CORP., AND A WHOLLY OWNED SUBSIDIARY
OF ITALMATCH USA CORP.

and

Case 08-CA-343335

UNITED STEEL, PAPER AND FORESTRY,
RUBBER MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO, CLC

Audrey Knudson, Esq. and
Aaron Sukert, Esq.,
for the General Counsel.
James Porcaro, Esq.,
for the Charging Party.
David Campbell, Esq. and
Donald Slezak, Esq.,
for the Respondent.

Decision

SUSANNAH MERRITT, Administrative Law Judge. This case was tried in Cleveland, Ohio, on February 9, 2026, following the issuance by the Regional Director of Region 8 of the National Labor Relations Board (the Board) of a complaint on September 30, 2025, and an amended complaint¹ (the complaint) on December 23, 2025. Respondent filed timely answers.²

The complaint was based on unfair labor practice charges filed by Charging Party United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL–CIO, CLC (Charging Party or Union), which is the exclusive collective-bargaining representative of Respondent’s packaging, maintenance, and operating employees. (GC Exh. 7.)

¹ Abbreviations used in this decision are as follows: “Tr.” for transcript; “GC Exh.” for General Counsel’s Exhibit; “R. Exh.” for Respondent’s Exhibit; “GC Br.” for General Counsel’s post-hearing brief; “R. Br.” for Respondent’s post-hearing brief; and “CP Br.” for Charging Party’s post-hearing brief.

² Respondent filed a Motion to Dismiss the complaint on January 14, 2026. (GC Exh. 1(k).) The General Counsel filed an Opposition to Respondent’s Motion on January 20, 2026. (GC Exh. 1(l).) On March 9, 2026, the Board denied Respondent’s Motion to Dismiss as untimely.

5 The complaint alleges that Respondent violated Section 8(a)(1) of the National Labor Relations Act (the Act), by maintaining and proffering a severance agreement that contained non-disparagement and confidentiality clauses that interfere with, restrain, and coerce employees in the exercise of the rights guaranteed in Section 7 of the Act.

On the entire record, I make the following findings of fact, conclusions of law, and recommendations.

10 I. JURISDICTION

15 At all material times, Respondent has been a Michigan corporation with an office and place of business in Ashtabula, Ohio, where it is engaged in manufacturing chemicals and allied products. Annually, Respondent purchases and receives at its Ashtabula, Ohio facility goods in excess of \$50,000 directly from points outside the State of Ohio. Respondent admits and I find that Detrex Corporation, a subsidiary of the Elco Corporation, and a wholly owned subsidiary of Italmatch USA Corporation, has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Respondent also admits, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

20 Accordingly, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

25 II. ALLEGED UNFAIR LABOR PRACTICES

a. Facts

Respondent is engaged in manufacturing chemicals and allied products with a facility located in Ashtabula, Ohio. On February 29, 2024, after a certification election, the Union was certified as the exclusive collective-bargaining representative of the employees in a unit of:

30 All full-time and regular part-time packaging, maintenance, and operating employees employed by the Employer at its facility located at 1100 State Road, Ashtabula, Ohio; but excluding all leads, office clerical employees, professional employees, guards and supervisors as defined by the Act. (GC Exh. 7.)

35 After certification, the parties bargained for their first collective-bargaining agreement until about September 2025, when it appears that they reached a final agreement. (Tr. at 68, 70–73; R. Exh. 13.) It is undisputed that the parties did not discuss the terms of severance agreements during negotiations. (Tr. at 71–72, 75.) Likewise, there is no reference to severance agreements or the language of Respondent's severance agreements in the parties' collective-bargaining agreement. (R. Exh. 13; Tr. at 71–72.)

40 Timothy Batanian (Batanian) was a bargaining unit employee who had been employed by Respondent for 6 years. On May 3, 2024, at around 8 a.m., Respondent's production manager Samuel Spain (Spain) called Batanian into a meeting in order to formally terminate his

employment. During the meeting Spain presented Batanian with two documents for him to sign. (Tr. at 60, 106.)

5 The first document was a letter of termination dated May 2, 2024, signed by Respondent’s human resource generalist, Sonya Rogers (Rogers). The letter sets forth that Batanian is being involuntarily terminated due to a violation of company work rules. The letter also sets forth that Batanian would receive his regular pay up through his date of termination as well as pay for his unused vacation days. The letter also specifies that once Batanian signs and returns the attached “Release of All Claims” form (Severance Agreement), he would receive two weeks of additional pay. (Tr. at 55; GC Exh. 3; GC Exh. 4.)

10 The Severance Agreement presented to Batanian specifies that by signing the agreement, he agrees to “release and forever discharge The Elco Corporation and Italmatch Chemicals Group and each of their successors, parent companies, subsidiaries, assigns, agents, officers, directors, employees, shareholders and any associate of affiliate company or corporation (the ‘Released Parties’) of and from any and all claims, demands, rights, liabilities, and causes of
15 action” in return for 2 weeks’ pay equaling \$2,742.40. (GC Exh. 3.)

It also contained the following provisions:

This release shall not affect or interfere with your rights to file a charge with the Equal Employment Opportunity Commission or the National Labor Relations Board or participate, cooperate, or assist in an investigation or proceeding conducted by any
20 federal or state enforcement agency; but you knowingly and voluntarily waive the right to any form of recovery or compensation in any such action arising from or relating to your employment.

...

Confidentiality

25 I agree and acknowledge that during the course of my employment with The Elco Corporation, I had access to and acquired knowledge of confidential and proprietary information relating to the Released Parties, the Released Parties’ businesses, and the Released Parties’ customers (the “Confidential Information”). I shall not, at any time, divulge or use the Confidential Information. However, the foregoing shall not prohibit
30 Employee from engaging in activity protected under Section 7 of the National Labor Relations Act.

Non-Disparagement

I agree that I shall not, directly, or indirectly through any alter-identity or another person acting on my behalf, make any disparaging or defamatory remarks orally or in writing,
35 including but not limited to, all electronic comments or posts in social media forums and blogs, about the Released Parties or any of the Released Parties’ customers or clients. The

Elco Corporation agrees to provide a neutral reference if contacted by any prospective employers. The Elco Corporation further agrees to advise all management employees to not directly, or indirectly through any alter-identity or another person acting on their behalf, make any disparaging or defamatory remarks orally or in writing, including but not limited to, all electronic comments or posts in social media forums and blogs, about you. However, the foregoing shall not prohibit Employee from engaging in activity protected under Section 7 of the National Labor Relations Act. (GC Exh. 3.)

During the meeting, Spain also specifically told Batanian that he would need to sign the documents in order to receive the compensation set forth in the Severance Agreement. Batanian did not sign the termination letter or the Severance Agreement at the meeting. (Tr. at 55–57; GC Exh. 4.) There is no temporal limitation to the terms of the Severance Agreement. (GC Exh. 3.)

Human Resources Generalist Rogers also mailed the same documents to Batanian after his termination. It is undisputed that Batanian never signed or returned either the termination letter or the Severance Agreement to Respondent. Rogers did not contact Batanian about the termination letter or the Severance Agreement after sending them out. No evidence was presented to demonstrate that any representative of Respondent ever reached out to Batanian, the Union, or any of its employees, to tell them to discount the Severance Agreement or to rescind or revise the Severance Agreement that had been presented to Batanian. (Tr. at 30, 57, 40–41, 74.)

b. Analysis

Under Section 8(a)(1) of the Act, it is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7, which includes the right “to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection,” as well as the right “to refrain from any or all such activities.”³ Section 7 affords employees the right to seek to improve their wages, hours, and other terms and conditions of employment or otherwise improve their lot as employees through channels both inside and outside their immediate employee-employer relationship. See *Eastex, Inc. v. NLRB*, 437 U.S. 556, 565 (1978). These channels include administrative, judicial, legislative, and political forums, newspapers, the media, social media, and communications to the public. See *Tesla, Inc.*, 370 NLRB No. 101, slip op. at 4 (2021); *Triple Play Sports Bar & Grill*, 361 NLRB 308, 308–309 (2014), *affd.* 629 Fed.Appx 33 (2nd Cir. 2015); *Valley Medical Center*, 351 NLRB 1250, 1252 (2007), *enfd.* sub nom. 358 Fed.Appx 783 (9th Cir. 2009); *Hacienda de Salud-Espanola*, 317 NLRB 962, 966 (1995); *Allied Aviation*

³ The Board has held that Sec. 2(3) of the Act’s definition of “employee” broadly includes applicants for employment, former employees, employees of other employers, and members of the working class generally. See e.g., *Briggs Mfg. Co.*, 75 NLRB 569, 570–571 (1947); *Waco Inc.*, 273 NLRB 746, 747 fn. 8 (1984); *Little Rock Crate & Basket Co.*, 227 NLRB 1406, 1406 (1977).

Service Co. of New Jersey, Inc., 248 NLRB 229, 230–231 (1980), enfd mem. 636 F.2d 1210 (3d Cir. 1980)). It is well settled that Section 7 affords protection for employees who engage in communications with a wide range of third parties in circumstances where the communications are related to an ongoing labor dispute,⁴ see, e.g., *Allied Aviation Service Co. of New Jersey, Inc.*, 248 NLRB 229, 231, enfd. mem. 636 F.2d 1210 (3d Cir. 1980), as long as they are not so disloyal, reckless, or maliciously untrue as to lose the Act’s protection. *McLaren Macomb*, supra, slip op. at 7 (citing *NLRB v. Electrical Workers Local 1229 (Jefferson Standard Broadcasting Co.)*, 346 U.S. 464, 477 (1953)).

The essential test for a violation of Section 8(a)(1) is whether under all the circumstances the employer's conduct reasonably tended to restrain, coerce, or interfere with employees' rights guaranteed by Section 7. *Mediplex of Danbury*, 314 NLRB 470, 472 (1994); *Sunnyside Home Care Project*, 308 NLRB 346, 346 fn. 1 (1992) (citing *American Freightways Co.*, 124 NLRB 146, 147 (1959)). It is well-settled that the test of interference, restraint, and coercion under Section 8(a)(1) is an objective one that does not turn on the employer's motive or on whether the coercion succeeded or failed. *American Freightways*, supra at 147.

The analysis of whether Respondent's severance agreement violated the Act is governed by the Board's decision in *McLaren Macomb*, 372 NLRB No. 58 (2023). In that case, the Board held that an employer violates Section 8(a)(1) of the Act when it proffers a severance agreement with provisions that condition its benefits on the forfeiture of employees' exercise of their NLRA rights “unless it is narrowly tailored to respect the range of those rights.”⁵ *McLaren Macomb*, 372 NLRB slip op. at 10. *McLaren Macomb* overruled *Baylor University Medical Center*, 369 NLRB No. 43 (2020), and *IGT d/b/a International Game Technology*, 370 NLRB No. 50 (2020), which in turn had overruled *Clark Distribution Systems*, 336 NLRB 747 (2001), and limited the application of *Metro Networks*, 336 NLRB 63 (2001), and *Shamrock Foods Co.*, 366 NLRB No. 117 (2018). In returning to the pre-*Baylor* standard, the Board made clear the agreement’s language itself and its tendency to coerce should be the primary consideration, not the circumstances under which the agreement was proffered. The Board in *McLaren Macomb* explicitly held that the mere proffering of agreements with terms that would reasonably tend to coerce employees violated Section 8(a)(1) of the Act, finding that such an agreement “had a reasonable tendency to restrain, coerce, or interfere with the exercise of Section 7 rights by

⁴ The definition of “labor dispute” under Sec. 2(9) of the Act, is broad and includes “any controversy concerning terms, tenure, or conditions of employment . . . regardless of whether the disputants stand in the proximate relation of employer and employee.”

⁵ Although the Board in *McLaren Macomb* did not address what constitutes narrow tailoring, it noted that prior decisions had approved severance agreements where the releases “waived only the signing employee’s right to pursue employment claims and only as to claims arising as of the date of the agreement.” *McLaren Macomb*, supra, at fn. 38 (citing *Hughes Christensen Co.*, 317 NLRB 633 (1995) and *First National Supermarkets, Inc.*, 302 NLRB 727 (1991)).

employees, regardless of the surrounding circumstances.” *McLaren Macomb*, supra, slip op. at 3 fn. 9, 8. As such, the threshold issue is the language of the severance agreement itself.

In *McLaren Macomb*, the Board considered non-disparagement and confidentiality provisions that were unlimited in terms of their temporal scope. The agreement in that case also provided for unspecified monetary and injunctive sanctions, including costs and attorney fees, against the employee-signer for breach of either of the two challenged provisions.

The non-disparagement provision found unlawful in *McLaren Macomb* stated, in relevant part:

At all times hereafter, the Employee agrees not to make statements to Employer’s employees or to the general public which could disparage or harm the image of the Employer, its parent and affiliated entities and their officers, directors, employees, agents and representatives. Id. slip op. at 2.

The Board in *McLaren Macomb* found that this non-disparagement provision substantially interfered with employees’ Section 7 rights on its face noting that public statements by employees about the workplace are central to the exercise of employee rights under the Act. Id., slip op. at 9. In finding the provision to be unlawfully restrictive, the Board reasoned that the provision failed to define “disparagement” or otherwise limit it to the definition recognized by *Jefferson Standard*. Id., slip op. at 9 (citing *NLRB v. Electrical workers Local 1229 (Jefferson Standard Broadcasting Co.)*, 346 U.S. 464, 477 (1953)).

Respondent’s Non-Disparagement Provision

The General Counsel argues that the non-disparagement provision in Respondent’s Severance Agreement, like that in *McLaren Macomb*, unlawfully conditions severance benefits on the employee-signer forfeiting the exercise of Section 7 rights. The non-disparagement provision in Respondent’s Severance Agreement precludes employees from directly or indirectly making “any disparaging or defamatory remarks orally or in writing, including but not limited to, all electronic comments or posts in social media forums and blogs, about the Released Parties or any of the Released Parties’ customers or clients.”⁶ (GC Exh. 3 at 3.) Here, as in *McLaren Macomb*, the language in the provision is extremely broad resulting in Respondent blocking the signer’s right to engage in the core protected activity of disclosing, inter alia, any labor dispute to the public. Additionally, as in *McLaren Macomb*, Respondent’s non-disparagement provision failed to narrowly tailor the language to specify that employees have a clear right to publicize

⁶ As set forth above, “Released Parties” are broadly defined in the Severance Agreement as “The Elco Corporation and Italmatch Chemicals Group and each of their successors, parent companies, subsidiaries, assigns, agents, officers, directors, employees, shareholders or any associate or affiliate company or corporation.” (GC Exh. 3 at 1.)

labor disputes and communications that are not “so disloyal, reckless, or maliciously untrue as to lose the Act’s protection,” *Id.*, slip op. at 8, citing *Emarco, Inc.*, 284 NLRB 832, 833 (1987). Further, as in *McLaren Macomb*, the prohibition is not narrowly tailored with regard to time or subject matter as the agreement has no temporal scope for the prohibitions and it prohibits statements related to an expansive group of entities and individuals. Thus, I find for the same reasons articulated by the Board in *McLaren Macomb*, that the non-disparagement language in the present Severance Agreement interferes with employees’ Section 7 rights.

The Confidentiality Provision

The General Counsel argues that the confidentiality provision in Respondent’s Severance Agreement, unlawfully conditions severance benefits on the employee-signer forfeiting the exercise of Section 7 rights. The confidentiality provision in Respondent’s Severance Agreement sets forth in relevant part:

I agree and acknowledge that during the course of my employment with the Elco Corporation, I had access to and acquired knowledge of confidential and proprietary information relating to the Released Parties, the Released Parties’ businesses, and the Released Parties’ customers (the “Confidential Information”). I shall not, at any time, divulge or use the Confidential Information.” (GC Exh. 3.)

The General Counsel asserts that, given the broad definition as to what constitutes “Confidential Information” in Respondent’s Severance Agreement, an employee could reasonably conclude that a variety of terms and conditions of employment could qualify as “Confidential Information” under the Respondent’s definition. Thus, given the lack of specificity as to what Respondent considers to be “Confidential Information” the agreement would bar the individual from discussing terms and conditions of employment with former coworkers, the Union, the Board, or third parties, which is a direct violation of Section 7 rights.

Respondent’s Defense

Respondent presents three separate arguments in its defense. First, it contends that the Board should overrule its *McLaren Macomb* decision. Second, that the language in its Severance Agreement is lawful even under the standard set forth in *McLaren Macomb*, due to its waiver language. Finally, Respondent contends that if it were to change the language in its Severance Agreement now, it would be violating Section 8(a)(5) of the Act because to do so would constitute a unilateral change to the parties’ agreed upon collective bargaining agreement. (R. Br. at 14). I address each of Respondent’s contentions below.

As set forth above, Respondent contends that *McLaren Macomb*, supra, should be overruled. In support of this contention, Respondent references Memorandum GC 25-05 issued by then Acting General Counsel William Cowen on February 14, 2025, which rescinded, inter alia, Memorandum GC 23-05, which provided guidance with regard to *McLaren Macomb*. (R. Br. at 9–12.) It is well established that Memoranda by the Board’s General Counsel does not

constitute Board law and is not binding on Administrative Law Judges or the Board. *McLaren Macomb* has not been overruled and it is the current Board law. *Prime Communications, LP*, 374 NLRB No. 88, slip op. 1, fn. 1 (April 7, 2026.) As an Administrative Law Judge, I am bound to follow extant Board law and any argument that a Board decision should be overturned is properly addressed by the Board. *Western Cab Co.*, 365 NLRB 761 fn. 4 (2017); *Pathmark Stores, Inc.*, 342 NLRB 378 fn. 1 (2004).

Next Respondent argues that the disclaimer language found in both the non-disparagement and confidentiality provisions setting forth that: “the foregoing shall not prohibit Employee from engaging in activity protected under Section 7 of the National Labor Relations Act” makes it clear that its non-disparagement and confidentiality provisions are not intended to restrict employees from making statements to the public or third parties regarding terms and conditions of employment or that are otherwise protected by the Act.

The problem with Respondent’s contention is that the average rank and file employee is unlikely to know what “activity protected under Section 7 of the National Labor Relations Act” means in lay terms. While the Severance Agreement specifically advises employees that they are allowed to engage in activity protected by the Act, this language offers reassurances of rights only to those readers equipped with the legal acumen to parse its meaning. This ignores the practical reality that “employees do not generally carry lawbooks to work or apply legal analysis to company rules as do lawyers, and cannot be expected to have the expertise to examine company rules from a legal standpoint.” *Stericycle, Inc.* 372 NLRB No. 113, slip op. at 15 (2023), quoting *Ingram Book Co.*, 315 NLRB 515, 516 fn. 2 (1994). For this reason, the Board reads language presented to employees from the position of non-lawyers. *Id.*, see also *U-Haul Co. of California*, 347 NLRB 375, 378 (2006), enfd. mem., 255 F. Appx. 527 (D.C. Cir. 2007). As most rank-and-file employees would not know the panoply of rights that are protected under “Section 7” of the Act,⁷ I find that the language found in Respondent’s disclaimer would not adequately inform an employee that unfavorable comments about their employer would be protected under certain circumstances or that the employee would be at liberty to disclose information related to their terms and conditions of employment. See, e.g., *Ingram Book Co.*, 315 NLRB 515, 516 (1994) (overbroad no-distribution rule not “saved” by handbook proviso that employer would “abide by the applicable state or federal law” in the event of a conflict); *Westinghouse Electric Corp.*, 240 NLRB 905, 916-917 (1979) (rule prohibiting solicitation and distribution found unlawful, notwithstanding the clause “except where permitted by law”), enfd. in relevant part 612 F.2d 1072 (8th Cir. 1979).

In light of all of the above, I find in agreement with the General Counsel that the waiver language in the non-disparagement and confidentiality clauses in Respondent’s Severance

⁷ Although the Board uses an objective rather than subjective standard when evaluating whether statements are coercive under the Act, I note that when Batanian himself was asked by Respondent’s counsel whether he understood what “Section 7 rights” were, he responded in the negative. (Tr. at 105.)

Agreement fails to “narrowly tailor” the relinquishment of Section 7 rights in a way that would be understood by rank-and-file employees and therefore that the provisions violate Section 8(a)(1) of the Act. *McLaren Macomb*, supra, slip op. at 8.

5 Finally, Respondent contends that it cannot change the language in its Severance Agreement, because to do so would constitute a unilateral change to the parties’ agreed upon collective bargaining agreement. (R. Br. at 14.) This contention is misguided. First, it is uncontested that the terms of the Severance Agreement are not contained or addressed in the parties’ collective-bargaining agreement. (R. Exh. 13.) Moreover, it is uncontested that the parties never bargained about the terms of the Severance Agreement during contract negotiations, 10 or at any other time. (Tr. at 65, 71–72, 75.) Finally, the argument fails as it was the Union itself who filed the unfair labor practice charges taking issue with the language contained in the Severance Agreement and Respondent has failed to demonstrate that any change in the language of the Severance Agreement would have to be done without the Union’s consent.

The Savings Clause

15 Although not raised by Respondent in its posthearing brief, in determining the lawfulness of the Severance Agreement’s non-disparagement and confidentiality provisions, I must also consider whether the savings language found on the first page of the Severance Agreement cures the overbroad language in those provisions. As set forth above, the savings language in the Severance Agreement provides:

20 This release shall not affect or interfere with your rights to file a charge with the Equal Employment Opportunity Commission or the National Labor Relations Board or participate, cooperate, or assist in an investigation or proceeding conducted by any federal or state enforcement agency; but you knowingly and voluntarily waive the right to any form of recovery or compensation in any such action arising from or related to your 25 employment. (GC Exh. 3 at 1.)

The Severance Agreement is only two pages long and the above language appears on the first page of the document, separated from the confidentiality and non-disparagement provisions by only a single paragraph. The savings language falls short here for two reasons. First, although it gives employees assurances that they can speak with governmental entities, the confidentiality and non-disparagement provisions place broad restrictions on communications with other 30 employees and third parties which would include labor organizations and the public. In other words, the savings language does not specifically allow that employees may discuss terms and conditions of employment with coworkers, unions, or third parties other than the Board and other government entities and thus does not cover the full panoply of rights protected under the Act.

More problematic, however, is the fact that the clause explicitly prohibits the employee from receiving “any form of recovery or compensation” from any such action arising from the employees’ employment. The Board has determined that language which prohibits employees from receiving backpay or other forms of monetary compensation through Board proceedings is unlawful under Section 8(a)(1) and contradicts Section 10(a) of the Act. The Board emphasizes that preventing employees from obtaining any monetary remedy eliminates a significant motivation for filing a charge. These cases have noted that since filing a charge is a required step for the Board to exercise its jurisdiction, such prohibitive language undermines the Board's authority and the effectiveness of its remedial processes. *Kelly Services, Inc.*, 368 NLRB No. 130, slip op. at 5 (2019); *20/20 Communications, Inc.*, 369 NLRB No. 119, slip op. at 5 (2020). In other words, although not barring the employee from filing a charge or cooperating with the Board, it bars them from any remedy they may receive from such action, which is clearly not allowed under the Act. *Id.* In these circumstances, the savings language does not cure the overbroad non-disparagement or confidentiality provisions, but rather further encroaches on employees’ Section 7 rights.

I find that Respondent violated Section 8(a)(1) of the Act by maintaining and proffering a coercive severance agreement that conditioned the severance payment on employees forfeiting statutory rights through overbroad confidentiality and non-disparagement provisions without being narrowly tailored.

10(b) Contention

Although only indirectly raised in its posthearing brief, Respondent alleged at hearing and in its answer to the complaint that the charge in this case was untimely filed under Section 10(b) of the Act. (GC Exh. 1(j) at 2; Tr. at 23.) Section 10(b) of the Act provides that “no complaint shall issue based upon any unfair labor practice occurring more than six months prior to the filing of the charge with the Board.” On May 29, 2024, the Union filed an unfair labor practice charge alleging that Respondent violated Section 8(a)(1) and (3) of the Act when “[o]n or about May 3, 2024, the Employer terminated Timothy Batanian, because of his activities in [sic] behalf of [the Union], and attempted to get him to sign an agreement that contained unlawful confidentiality and disparagement language.” The charge also alleged that Respondent had violated Batanian’s Weingarten rights. (GC Exh. 1(a).) On September 30, 2025, the Charging Party amended its charge removing the Weingarten and termination allegations and slightly changing the language regarding the Severance Agreement allegation to read: “Since on or about May 3, 2024, the Employer has maintained and proffered a severance agreement containing unlawful confidentiality and disparagement language.” (GC Exh. 1(c).) The maintenance and proffering of the non-disparagement and confidentiality provisions in the Severance Agreement are clearly encompassed in the original charge’s language, which was filed well within the 10(b)

period. Moreover, it is well-settled that the language of the charge does not have to mirror the language of the complaint and that it “is sufficient if it informs the alleged violator of the general nature of the violation charged against him and enables him to preserve the evidence relating to the matter.” *NLRB v. Louisiana Mfg. Co.*, 374 F.2d 696, 704–705 (8th Cir. 1967), quoting *NLRB v. Raymond Pearson, Inc.*, 243 F.2d 456, 458 (5th Cir. 1957). In light of the above, I find that Respondent failed to carry its burden to prove the 10(b) defense.⁸

CONCLUSIONS OF LAW

1. The Respondent Detrex Corporation is an employer within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Charging Party United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL–CIO, CLC, is a labor organization within the meaning of Section 2(5) of the Act representing: All full-time and regular part-time packaging, maintenance, and operating employees employed by the Employer at its facility located at 1100 State Road, Ashtabula, Ohio; but excluding all leads, office clerical employees, professional employees, guards and supervisors as defined in the Act.
3. The Respondent violated Section 8(a)(1) of the Act since about May 2, 2024, and continuing, by proffering to employees Release of All Claims agreements which contain overbroad confidentiality and non-disparagement provisions that have a reasonable tendency to coerce employees in the exercise of their Section 7 rights, and thereafter maintaining such agreements.
4. The unfair labor practices committed by the Respondent 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, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

⁸ The Respondent's answer also advances a lengthy list of affirmative defenses, including defenses concerning the constitutionality of the Board and its processes, personnel and adjudications. The proponent of an affirmative defense has the burden of establishing it. Some of the affirmative defenses set forth by Respondent in its answer overlap with arguments set forth in its post hearing brief and those have been addressed above. With regard to the remaining affirmative defenses advanced by Respondent in their answer, Respondent did not offer any arguments or present any evidence in support these bare assertions. Accordingly, Respondent failed to meet its burden regarding its defenses. *Nexstar Media Group, Inc.*, 374 NLRB No. 5, slip op. at 1, fn. 2 (2024), and *Starbucks Corp.*, 373 NLRB No. 90, slip op. at 1, fn. 2 (2024).

The Respondent shall post an appropriate informational notice, as described in the attached appendix. This notice, on a form provided by the Regional Director for Region 8, 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, the Respondent shall distribute the notice electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notice is not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed a facility where employees signed or were proffered the Agreements, 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 the closed facility at any time since May 2, 2024.⁹

ORDER

The Respondent, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Maintaining a Release of All Claims agreement that includes overbroad non-disparagement and confidentiality provisions.

(b) Presenting its employees with a Release of All Claims agreement that includes overbroad non-disparagement and confidentiality provisions that have a reasonable tendency to coerce employees in the exercise of their Section 7 rights, or maintaining or enforcing those provisions in the Release of All Claims agreement.

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

(a) Within 14 days of the Board's order, rescind the portions of its Release of All Claims agreements, which contain overbroad non-disparagement and confidentiality provisions and notify, in writing, all current and former employees who were employed by the Respondent at any time since May 2, 2024, that this has been done and that such language will not be enforced or given effect.

(b) Within 14 days after service by the Region, physically post at the Ashtabula, Ohio facility, copies of the attached Notice to Employees. Copies of the Notice, on forms provided by the Regional Director for Region 8 after being signed by the Respondent's authorized representative, shall be posted by Respondent and

⁹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes due under the terms of this Order.

maintained for at least 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted.

- 5 (c) Within 21 days after service by the Region, file with the Regional Director for Region 8 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated, Washington, D.C. May 6, 2026

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Susannah Merritt
U.S. Administrative Law Judge

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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 a representative 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 interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wages, hours and other terms and conditions of employment with other employees and **WE WILL NOT** interfere with your exercise of these rights.

WE WILL NOT present, maintain, enforce or give effect to, the portions of our “Release of All Claims” document which contain overbroad confidentiality language that prohibits you from divulging or using “Confidential Information” you had access to or acquired knowledge of during the course of your employment.

WE WILL NOT present, maintain, enforce or give effect to, the portions of our “Release of All Claims” document which contains overbroad non-disparagement language that prohibits you from directly or indirectly making any disparaging remarks, orally or in writing, including all electronic comments or posts in social media forums and blogs, about the Released Parties or any of the Released Parties’ customers or clients.

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 within 14 days of the Board's order, rescind the above overly broad provisions contained in the “Confidentiality” and “Non-Disparagement” portions of our “Release of all Claims” document and notify, in writing, all former employees who signed our “Release of Claims” agreements containing the above overly broad language that we have done so, and that the above overly broad language will not be enforced or given effect.

Detrex Corporation, a subsidiary of the Elco Corporation
and wholly owned subsidiary of Italmatch USA
Corporation

(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

1240 East 9th Street, Room 1695, Cleveland, OH 44119-2086
(216) 522-3715, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at <https://www.nlr.gov/case/08-CA-343335> 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.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE
OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER
MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH
ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S
COMPLIANCE OFFICER (216) 303-7399.