OS-DB-JV-2, LLC *and* Sindicato Puertorriqueno De Trabajadores Y Trabajadoras, Local 1996, Service Employees International Union (SEIU). Case 12–CA–339997

May 22, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

On April 23, 2025, Administrative Law Judge Michael P. Silverstein issued the attached decision. The General Counsel filed exceptions and a supporting brief, the Respondent filed an answering brief, and the General Counsel filed a reply. The Respondent filed cross-exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions[1] and to adopt the recommended Order as modified and set forth in full below.[2]

ORDER

The National Labor Relations Board orders that the Respondent, OS-DB-JV-2, LLC, Toa Baja, Puerto Rico, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Sindicato Puertorriqueño de Trabajadores y Trabajadoras, Local 1996, Service Employees International Union (the Union) by failing and refusing to furnish, or unreasonably delaying in furnishing, the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the employees in the following bargaining unit:

> All full-time and regular part-time maintenance and janitorial employees employed by the Respondent at the Veterans Administration facilities in San Juan, Ponce, and Mayaguez, Puerto Rico; excluding all other employees, professional employees, office clerical employees, guards and supervisors as defined by the Act.

(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) Furnish to the Union in a timely manner the information it requested by paragraphs a, b, c, d, and f of its letter emailed on February 21, 2024.

(b) Within 14 days after service by the Region, post at its San Juan and Mayaguez, Puerto Rico facilities, in both English and Spanish, copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be

[1] We adopt the judge's conclusion, for the reasons he states, that the Respondent violated Sec. 8(a)(5) and (1) of the Act by refusing to furnish the Union with the information it requested by paragraphs (a-d) and (f) of its letter emailed to the Respondent on February 21, 2024, which asked for the unit employees' work schedules for the prior 2 years; their payroll records for the prior 3 years; and information regarding the holiday, vacation, and sick-day benefits that they accrued and were paid for the prior 3 years. We also adopt the judge's conclusion that the Respondent violated Sec. 8(a)(5) and (1) of the Act by unreasonably delaying in furnishing the Union with the information requested in paragraph (e) of the same request, which asked when the Respondent would implement unit employees' salary increases.

With regard to the requested information found to be presumptively relevant, the Respondent argues that, to the extent that the Union requested information for periods 16 or 28 months before the agreement was signed on June 23, 2023, that information should not be considered relevant. We reject that argument. The mere existence of the collective-bargaining agreement--which is not in the record--is insufficient to rebut the presumptive relevance of the requested information. Information regarding employment practices before a contract became effective can establish terms and conditions of employment while the contract is effective. See, e.g., *Prime Healthcare Services,* 357 NLRB 653, 657 (2011) (citing *Sunoco, Inc.*, 349 NLRB 240, 244 (2007)). Information regarding the employer's actions prior to a contract becoming effective also can be relevant to whether the employer is violating the contract. See, e.g., *Pratt & Lambert, Inc.,* 319 NLRB 529, 529 (1995). Moreover, the Respondent refused to furnish the Union with any of the requested employment records and data, including for the 8 months that the parties' collective-bargaining agreement had been effective. Employers must comply with overbroad requests to the extent that they encompass relevant information. See *Keauhou Beach Hotel,* 298 NLRB 702, 702 (1990).

The Respondent further objects that the Union requested that the Respondent furnish information "in excel format or any other compatible format," but the stipulated record does not establish whether the Respondent possessed the requested employment records and data in that form. The General Counsel, however, is not required to establish that the Respondent possessed the requested information in order to establish a violation of the Act. Rather, if the requested information did not exist, the Respondent had a duty to inform the Union of that. See *Endo Painting Service*, 360 NLRB 485, 486 (2014), enfd. 679 F. App'x 614 (9th Cir. 2017). And if the Respondent possessed the requested information but not in the form requested, the Respondent had to inform the Union of that. See *Yeshiva University*, 315 NLRB 1245, 1248 (1994). The Respondent did neither.

[2] We shall modify the judge's recommended Order and substitute a new notice to conform to the Board's standard remedial language. We reject the General Counsel's request to modify the recommended Order to include a requirement that the Respondent waive contractual deadlines for filing and pursuing grievances related to the requested information. We agree with the judge that such a remedy is not warranted here.

[3] 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

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 in both English and Spanish 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 in both English and Spanish to all current employees and former employees employed by the Respondent at any time since February 21, 2024.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 12 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. May 22, 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 refuse to bargain collectively with Sindicato Puertorriqueño de Trabajadores y Trabajadoras, Local 1996, Service Employees International Union (the Union) by failing and refusing to furnish, or unreasonably delaying in furnishing, the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of employees in the following bargaining unit:

All full-time and regular part-time maintenance and janitorial employees employed by the Respondent at the Veterans Administration facilities in San Juan, Ponce, and Mayaguez, Puerto Rico; excluding all other employees, professional employees, office clerical employees, guards and supervisors as defined by the Act.

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 furnish to the Union in a timely manner the following information requested by the Union on February 21, 2024: payment for holidays during annual leave for the past 3 years for all unit employees; all benefit days—for example, vacation and accrued sick leave—for each bargaining unit employee for the past 3 years; total amount paid for holidays, vacations, sick leave, itemized by bargaining unit employee, specifying sick and annual leave for the past 3 years; payroll records of all unit employees for the past 3 years; and work schedules of all unit employees for the past 2 years.

OS-DB-JV-2, LLC

The Board's decision can be found at www.nlrb.gov/case/12-CA-339997 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."

Pierina Morales Sanabria, Esq., for the Acting General Counsel.
Agustín Collazo and *Antonio García, Esqs.,* for the Respondent.
Manuel Rodriguez Banchs, Esq., for the Union.

DECISION

STATEMENT OF THE CASE

MICHAEL P. SILVERSTEIN, Administrative Law Judge. This is an information request case. The Acting General Counsel alleges that the Respondent, OS-DB-JV-2, LLC, refused to furnish the Union with five paragraphs of requested information concerning bargaining unit employees' wages, schedules, holiday pay, sick leave, and vacation accruals, and unlawfully delayed furnishing one additional piece of information regarding the timing of pay raises for bargaining unit employees. As will be explained below, I find merit to the Acting General Counsel's allegations.

On March 10, 2025, pursuant to Section 102.35(a)(9) of the Board's Rules and Regulations, the parties filed a Joint Motion and stipulation of facts requesting that I decide this case without an evidentiary hearing and solely based on the stipulated record. On March 12, 2025, I granted the parties' Joint Motion and set a briefing schedule.[1]

After carefully considering the Acting General Counsel and Respondent's briefs, and the entire stipulated record, I make the following:

FINDINGS OF FACT

JURISDICTION

At all material times, Respondent has been a Puerto Rico limited liability company providing maintenance and janitorial services at Veterans Administration hospitals in San Juan and Mayaguez, Puerto Rico. During the past 12 months, Respondent, in conducting its business operations described above, provided services to the United States Government valued in excess of $50,000 at locations in the Commonwealth of Puerto Rico. Furthermore, during the same time period, Respondent purchased and received goods valued in excess of $50,000 directly from points outside the Commonwealth of Puerto Rico. The parties stipulate and I find that Respondent is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

The Union, Sindicato Puertorriqueño de Trabajadores y Trabajadoras, Local 1996, Service Employees International Union (SEIU) also admits, and I find, that it is a labor organization within the meaning of Section 2(5) of the Act.

ALLEGED UNFAIR LABOR PRACTICES

Respondent provides maintenance and janitorial services at two VA Hospitals in Puerto Rico. On October 13, 2022, the Board certified the Union as the exclusive collective-bargaining representative of the following unit:

> All full-time and regular part-time maintenance and janitorial employees employed by the Employer at the Veterans Administration facilities in San Juan, Ponce, and Mayaguez, Puerto Rico; excluding all other employees, professional employees, office clerical employees, guards and supervisors as defined by the Act.

The parties reached agreement on a first contract effective from June 23, 2023, through December 31, 2027.[2]

On February 21, 2024, Mariceli Gonzalez, the Union's vice-president, emailed Respondent HR Manager Karimar Rodríguez Vargas a request for information "as part of the administration process of the collective bargaining agreement." (Jt. Exh. 2(b), p. 8.) Gonzalez' February 21st email requested that Respondent provide this information by February 26, 2024. Later that day, Rodriuez emailed Gonzalez to let her know that the Union's information request was passed on to Respondent's attorneys for review.[3] (Jt. Exh. 2(b), p. 3.) On February 27 and March 19, Gonzalez emailed Rodríguez reminding the Respondent that the requested information had not yet been provided. (Jt. Exh. 2(b), pp. 2–3.) On March 20, Rodríguez let the Union know that the Respondent was still awaiting word from its counsel regarding the information requests, but that it expected to provide at least some of the requested information the following week. (Jt. Exh. 2(b), p. 2.)

Gonzalez emailed the Respondent on April 3 seeking the information the Union initially requested on February 21. (Jt. Exh. 2(b), pp. 1–2.) Then on April 17, Respondent provided its response to the Union's information request. For ease of reference, the Union's specific requests are listed below with the Respondent's response in bold:

[1] Affirmative defenses 22 through 26 of Respondent's Answer raise various arguments concerning the constitutionality of Board proceedings. Respondent did not address these affirmative defenses in its brief nor were these defenses addressed in the Joint Stipulation of Facts. Therefore, Respondent has failed to satisfy its burden regarding these affirmative defenses.

[2] The stipulated record evidence does not contain the parties' CBA and thus, does not reflect when the parties executed this agreement.

[3] On p. 4 of its brief, Respondent asserted that upon receiving the Union's information request, Rodríguez Vargas immediately commenced searching for the individual unit employees' information. To support this fact, Respondent cited to Rodríguez Vargas' confidential witness affidavit supplied to the Region on July 22, 2024. That affidavit is not part of the parties' stipulated record, nor is this fact referenced in the parties' stipulation of facts attached to the stipulated record. Therefore, I will not consider this fact (Rodríguez Vargas immediately beginning a search for the requested information) as part of my decision.

(a) Holiday pay for vacation days for the last 3 years for all workers in the appropriate unit.

Response: Prior to the signing of the collective bargaining agreement, all employees who coincided with a holiday in their vacation leave period were extended a vacation day.

(b) All benefit days. Example: vacation, sick leave accrued for each member of the appropriate unit for the past 3 years.

Response: During the three years prior to the signing of the collective bargaining agreement, the company granted employees the vacation and sick leave benefits provided for in the applicable federal regulations. For more information, see *29 CFR Part 4*. Since the signing of the collective bargaining agreement, employees receive vacation and sick leave benefits set forth in said document.

C Total amount of holiday, vacation, sick pay broken down by male and female worker of the appropriate unit specifying sick and vacation for the past 3 years.[4]

Response: As you are aware, on June 23, 2023, the parties signed the collective bargaining agreement which includes provisions regarding holidays, vacation and sick leave. We may understand the requested information as part of the negotiation of the collective bargaining agreement. However, since the collective bargaining agreement was signed, we need to know how this past information is relevant to the present. If you can provide us with reasons to justify this request, we will revisit this matter.

(d) Payroll records of the employees of the appropriate unit for the past 3 years.

Response: Except for vacation and sick leave balances, prior to the signing of the collective bargaining agreement, all employees received in their pay stubs the payment for any item such as the Premium Health Payment, as well as all deductions. Since the signing of the collective bargaining agreement, employees are also informed of vacation and sick leave balances. If you have any requests regarding payroll prior to the signing of the collective bargaining agreement, please let us know.

(e) January 1 pay raise, when it will be extended to the members of the appropriate unit.

Response: At the present time, the Veterans Administration has not disbursed the increase approved to be effective January 1, 2024. As soon as these circumstances change, the union will be informed. For your information, refer to Article 14, Section 5 of the collective bargaining agreement.[5]

(f) Work schedules of all members of the appropriate unit for the past 2 years. (Joint Ex. 2(b), page 8).

Response: We do not know the reasons for your request regarding the work schedule prior to the signing of the collective bargaining agreement. After the collective bargaining agreement is signed, work schedules are configured taking into consideration Article 11, Section 5 and Article 12, Section 11 of the collective bargaining agreement. (Joint Ex. 2(b), pages 6-7).[6]

The parties have had no further discussion regarding the information request.

Analysis

Section 8(a)(5) of the National Labor Relations Act imposes on an employer the duty to bargain collectively and includes a duty to supply a union, upon request, information that will enable the union to perform its duties as the bargaining representative of unit employees. *Atlantic Veal & Lamb, LLC,* 373 NLRB No. 19 (2024); *Permanente Med. Group, Inc.,* 372 NLRB No. 51, slip op. at 6 (2023) (citing *New York & Presbyterian Hospital v. NLRB,* 649 F.3d 723, 729 (D.C. Cir. 2011); See also *NLRB v. Acme Industrial Co.,* 385 U.S. 432, 435–436 (1967). Information that relates to unit employees' terms and conditions of employment is presumptively relevant. *Wyman Gordon Pennsylvania, LLC,* 368 NLRB No. 150 (2019); See *Centura Health St. Mary-Corwin Medical Center,* 360 NLRB 689, 689 (2014). An employer must provide a union with requested presumptively relevant information unless it rebuts the presumption of relevance or establishes an affirmative defense. *Id.* "The Board uses a broad, discovery-type standard in determining relevance in information requests…and potential or probable relevance is sufficient to give rise to an employer's obligation to provide information." *Shoppers Food Warehouse,* 315 NLRB 258, 259 (1994). To rebut the presumption of relevance, an employer must show that the requested information is "irrelevant to any legitimate union collective-bargaining need." *Coca-Cola Bottling Co.,* 311 NLRB 424, 425 (1993).

Wage and employment information like vacation days, sick days, and holidays are presumptively relevant for purposes of collective bargaining and must be furnished on request. *Americold Logistics, Inc.,* 328 NLRB 443, 443 (1999); *The Trustees of the Masonic Hall,* 261 NLRB 436, 437 (1982). Similarly, work schedules of bargaining unit employees are presumptively relevant for collective-bargaining purposes and must be furnished upon request. See *CVS Albany, LLC,* 364 NLRB No. 122,

[4] The stipulated record evidence does not reflect how many employees are in the bargaining unit.

[5] The amended complaint alleges that Respondent unlawfully delayed in providing the information in paragraph (e) of the information request. For all other requested information, the Acting General Counsel alleges that Respondent has unlawfully refused to provide the requested information.

[6] Each of the emails in the stipulated record was originally drafted in Spanish. English language translations have been provided to all parties and have been made part of the stipulated record.

slip op. at 1–2 (2016).

Respondent Violated Section 8(a)(5) of the Act by Failing to Provide the Presumptively Relevant Information Requested in Paragraphs A, B, C, D, and F of the Union's February 21st Information Request

The information the Union requested in paragraphs A, B, C, D, and F was presumptively relevant and Respondent has failed to rebut the presumption or establish that the requested information was irrelevant or unduly burdensome. To this end, the Union asked for schedules, pay records, and holiday, vacation, and sick day records to assist the Union in the administration of its new collective bargaining agreement. Yet Respondent provided none of these records. Instead, Respondent's response to the information request consisted of short statements of fact, references to the parties' CBA language, and declarations that the Union needed to explain the relevance of its requests. In its correspondence to the Union, Respondent never asserted that the requested information was burdensome or that it was having difficulty compiling or locating the requested information. Instead, Respondent simply noted that it passed the request onto counsel and expected to provide at least some of the requested information in March. None of these records were provided in March 2024, April 2024, or any time thereafter.

In its brief, Respondent relies on *American Medical Response Ambulance Service, Inc.,* 2022 WL 990312, an Administrative Law Judge decision issued on March 30, 2022. Respondent asserts that *American Medical Response* stands for the proposition that previously presumptively relevant payroll information loses its relevance by the time an expired CBA is supplanted by a succeeding CBA. Respondent's reliance on this case is misplaced. In *American Medical Response,* the parties entered into their first CBA in 2006 and the grievance in question occurred during the parties' 2017–2021 CBA. A dispute arose concerning the methodology for remitting holiday and overtime pay, and the union filed a grievance on February 1, 2021. The union asserted that employees first discovered this problem around 2020, but the employer insisted that it had consistently applied its pay policies dating back to the original 2006 CBA. The grievance itself only referenced New Years Day 2021 as the alleged contract violation, but the union's information request sought payroll records from 2006 through 2021 to determine the potential for inconsistent pay practices for Thanksgiving, Christmas, 4th of July, and New Years Day. The employer provided holiday pay records for the years covering the extant CBA—2017 through 2021 – but refused to provide records from 2006 through 2016.

In his decision, Judge Etchingham noted that the duty to furnish information does not terminate with the signing of a CBA, but continues through the life of the agreement as necessary to allow the parties to administer the contract and resolve grievances. Judge Etchingham noted that the employer provided four years of requested information, and that Board authorities typically do not require the furnishing of information that is 10-15 years old. Judge Etchingham then noted that the union had a duty of due diligence to discover payroll problems from earlier CBAs and determined that under the unique facts of this case, the request for information covering the 2006 to 2017 CBAs was now moot, and no longer relevant or useful to the union to carry out its statutory duties and responsibilities concerning the extant 2017–2021 CBA.

Our case is easily distinguishable. First, the Union's information request here is an exercise in due diligence to ensure that the Respondent is properly administering the parties' brand new CBA. Thus, the baseline pay data covering the 3-year period immediately preceding the parties' first contract is presumptively relevant. Next, the employer in *American Medical Response* did provide 4 years of pay data pursuant to the union's information request. Since that is essentially what the Union is looking for in this case, *American Medical Response* certainly does not stand for the proposition that this requested information is moot or no longer relevant. Finally, since no exceptions were taken to Judge Etchingham's decision, the Board did not opine on his findings, and this decision has no precedential value.

Respondent further argues that the Union's information request is essentially pre-trial discovery. I do not agree. The Union requested the above-referenced information to administer its newly-minted collective-bargaining agreement. Only when the Respondent refused to provide the presumptively relevant requested information was an unfair labor practice charge filed, and a complaint issued. Thus, the Union's initial information request was made to satisfy its statutory responsibility to represent the bargaining unit, and was wholly unrelated to the precepts of pre-litigation discovery.

In short, the Union requested presumptively relevant payroll data. Respondent never told the Union its request was burdensome and has presented no basis to rebut the relevance of the requested information. By failing to provide the requested records, Respondent has violated Section 8(a)(5) of the Act.

Respondent Violated the Act by Waiting 8 Weeks to Tell the Union Why the Unit Employees' Pay Raise Had Not Been Effectuated

The duty to furnish information requires a reasonable, good-faith effort to respond to the request as promptly as circumstances allow. *Murray American Energy, Inc.,* 370 NLRB No. 55, slip op. at 6 (2020); *Good Life Beverage Co.,* 312 NLRB 1060, 1062 fn. 9 (1993). "An unreasonable delay in furnishing information is as much of a violation of Section 8(a)(5) of the Act as a refusal to furnish the information at all." *Monmouth Care Center,* 354 NLRB 11, 41 (2009), reaffirmed and incorporated by reference 356 NLRB 152 (2010), enfd. 672 F.3d 1085 (D.C. Cir. 2012).

To determine whether requested information has been provided in a timely manner, the Board considers a variety of factors, including the nature of the information sought, the difficulty in obtaining it, the amount of time the employer takes to provide it, the reasons for the delay, and whether the party contemporaneously communicates these reasons to the requesting party. *TDY Industries, LLC,* 369 NLRB No. 128, slip op. at 3 (2020); *Safeway, Inc.,* 369 NLRB No. 30, slip op. at 7 (2020); See also *Linwood Care Center,* 367 NLRB No. 14, slip op. at 4–5 (2018) (finding 6 week delay in providing requested information about wage increases unreasonable where information was not difficult to retrieve and respondent provided no justification for the

delay).

In *Linwood Care Center,* the Union requested the "date and amount of all wage increases and/or bonuses paid since December 1, 2013" for each current employee holding a bargaining-unit position. The Union first made this request on February 16, 2015, and when it had not received a response, reiterated this request on March 3, 2015. On March 12, 2015, the employer provided the Union with the names of four bargaining unit employees, the dates they received their wage increases and the reasons for the increases. Eleven days later, the employer provided the amounts of the increases to the Union. The Board found that the employer presented no evidence justifying its 6-week delay and the requested information was neither complex nor shown to be difficult to retrieve. The Board also found that the employer had not shown a good-faith effort to retrieve the requested information, and consequently, the Board found the 6-week delay to be unreasonable and in violation of Section 8(a)(5) of the Act. *Linwood Care Center,* 367 NLRB slip op. at 5.

In our case, the Union asked the Employer when unit employees would see the pay raise that was supposed to be enacted in January 2024. This request did not require Respondent to search its records or compile extensive reams of data. It appears that the Respondent could have easily said on February 21st or shortly thereafter that we are waiting on the VA to disburse the monies for the January 1st pay raise. But for some reason (which the stipulated record does not reflect), the Respondent waited 8 weeks to tell the Union this. Copious Board decisions have found violations of Section 8(a)(5) for similar lengths of delay. See *Alcoa Corp.,* 370 NLRB No. 107, slip op. at 15 (2021) (delay in providing dates for interviews—original request April 16 – information provided on July 2); *Stericycle, Inc.,* 370 NLRB No. 89, slip op. at 24–25 (2021) (delay in providing information regarding vehicle backing program—original request November 24—information provided on March 2); *Murray American Energy, Inc.,* 370 NLRB No. 55, slip op. at 6–7 (2020) (delay in providing information regarding contractor invoices, number of contractors, and work performed by contractors - original request – April 4 – information provided on May 31); *The Permanente Medical Group, Inc.,* 372 NLRB No. 51 (2023) (delay in providing information regarding practitioner video and telephone visits—original request December 8 – information provided on March 10).

Based on the above, I recommend finding that Respondent has violated Section 8(a)(5) of the Act by delaying in furnishing requested information concerning the expected date of the unit employees' pay adjustment.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. Sindicato Puertorriqueño de Trabajadores y Trabajadoras, Local 1996, Service Employees International Union (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

3. By refusing to furnish the Union with relevant information as requested in Paragraphs A, B, C, D, and F of its February 21, 2024, February 27, 2024, March 19, 2024, and April 3, 2024 information requests, the Respondent has violated Section 8(a)(5) and (1) of the National Labor Relations Act.

4. By delaying in furnishing the Union with the relevant information requested in Paragraph E of its February 21, 2024 information request, the Respondent has violated Section 8(a)(5) and (1) of the National Labor Relations Act.

5. The unfair labor practices committed by Respondent affect commerce within the meaning of Sections 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 and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[7]

ORDER

The National Labor Relations Board orders that the Respondent, OS-DB-JV-2, LLC, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Sindicato Puertorriqueño de Trabajadores y Trabajadoras, Local 1996, Service Employees International Union (the Union) by refusing to furnish requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(b) Refusing to bargain collectively with Sindicato Puertorriqueño de Trabajadores y Trabajadoras, Local 1996, Service Employees International Union (the Union) by delaying the furnishing of requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(c) In any like or related manner 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) Post at its San Juan and Mayaguez, Puerto Rico facilities, in both English and Spanish, copies of the attached notice marked "Appendix."[8] Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the

[7] If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[8] Counsel for the Acting General Counsel requests a notice reading and a waiver of contractual deadlines for the filing and pursuit of grievances related to the requested information here. But the Acting General Counsel has supplied no caselaw supporting its requests and the Board does not order such remedies in cases where the violations are similar in nature to the violations found here. Therefore, I decline to grant these remedies.

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 in both English and Spanish 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.[9] Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 12 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 23, 2025

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.

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WE WILL NOT refuse to bargain collectively with Sindicato Puertorriqueño de Trabajadores y Trabajadoras, Local 1996, Service Employees International Union (the Union) by refusing to furnish requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT refuse to bargain collectively with Sindicato Puertorriqueño de Trabajadores y Trabajadoras, Local 1996, Service Employees International Union (the Union) by delaying the furnishing of requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

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, to the extent we have not already done so, furnish to the Union in a timely manner the information requested by the Union on February 21, 2024, with the exception of when the January 1, 2024 pay raise will be passed along to bargaining unit employees.

OS-DB-JV-2, LLC

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/12-CA-339997 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.

[9] Counsel for the Acting General Counsel requests that I order a mailing of the notice to all unit employees employed by Respondent since February 21, 2024. The Board provides for the mailing of individual notices when posting will not adequately inform the employees of the violations that have occurred and their rights under the Act. *Kirin Tranportation, Inc.,* 374 NLRB No. 4, slip op. at 3 (2024) quoting *Bill's Electric, Inc.,* 350 NLRB 292, 297 (2007). Counsel for the Acting General Counsel has failed to establish how the notice posting and electronic dissemination of the notice remedies are insufficient to dissipate the unfair labor practices committed here and therefore, I decline to order mailing of the notices in this case.