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Nexstar Media Inc., d/b/a WJET-TV/WFXP-TV/Yourerie.Com¹ and Screen Actors Guild—American Federation of Television and Radio Artists, AFL-CIO. Case 06–CA–343546

July 1, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY
AND MAYER

This is a refusal-to-bargain case in which Nexstar Media Inc., d/b/a WJET-TV/WFXP-TV/Yourerie.com (the Respondent) is contesting the certification of Screen Actors Guild—American Federation of Television and Radio Artists, AFL–CIO (the Union) as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on June 3, 2024, by the Union, the General Counsel issued a complaint on April 1, 2026, 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

06–RC–335453. (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.

On April 21, 2026, the General Counsel filed a Motion for Summary Judgment. On April 22, 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. On May 6, 2026, the Respondent filed a response to the Notice to Show Cause. On May 12, 2026, the General Counsel filed a reply to the Respondent’s response.

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 contention, raised and rejected in the underlying representation proceeding, that the issuance and maintenance of General Counsel Memo 22-04, titled “The Right to Refrain from Captive Audience and other Mandatory Meetings,”² destroyed the laboratory conditions necessary for a fair election.³

¹ We have corrected the Respondent and the Union’s names to conform to those used in the representation proceeding.

² This memorandum was rescinded “as no longer relevant in light of the Board’s Decision in *Amazon.com Services LLC*, 373 NLRB No. 136 (2024)” by General Counsel Memo 25–05.

³ In its answer, the Respondent denies par. 6 of the complaint, which alleges that the unit is appropriate for the purposes of collective bargaining within the meaning of Sec. 9(b) of the Act. During the representation proceeding, however, the Respondent stipulated to the appropriateness of the unit, and so its denial does not raise a litigable issue here. 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).

In its answer, the Respondent neither admits nor denies par. 8 of the complaint, which alleges that the Union is the exclusive bargaining representative of the unit. The Respondent denies pars. 10 and 11 of the complaint, which allege that its failure to bargain with the Union violates 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. As affirmative defenses and in its response to the Notice to Show Cause, the Respondent asserts that the Certification of Representative in the underlying representation proceeding is “flawed and legally untenable,” that the issuance of General Counsel Memo 22–04 impugned the Board’s election standards and violated Sec. 8(c) of the Act and the First Amendment, and that the Regional Director erred in overruling its objection without a hearing. Contrary to the Respondent’s assertions otherwise, all representation issues were fully litigated and resolved in the underlying representation proceeding; thus, we conclude that the Respondent’s denials and affirmative defenses do not raise any issues warranting a hearing. In addition, the Respondent has admitted that it is refusing to bargain to test the Union’s certification. Such an admission permits a finding, notwith-

standing the Respondent’s denials, that the Respondent has failed and refused to recognize and bargain with the Union. See *Biewer Wisconsin Sawmill*, 306 NLRB at 732.

The Respondent further asserts that unspecified allegations in the complaint may be barred by Sec. 10(b) of the Act; however, the Respondent has not presented any factual or legal support for this defense. The Respondent’s answer admits that the charge was filed on June 3, 2024 and that it has refused to bargain with the Union since May 17, 2024. Therefore, we find that the Respondent’s Sec. 10(b) defense is without merit.

We find no merit to the Respondent’s constitutional claims. The Respondent asserts in its answer and in its response to the Notice to Show Cause that to the extent that the Board or the General Counsel seeks monetary damages, a hearing in this matter would violate its right to a jury trial under the Seventh Amendment and that the matter cannot proceed because the Board’s Rules and Regulations fail to provide the Respondent with a mechanism to assert its right to trial by jury. These arguments are unpersuasive. The Supreme Court has considered, and rejected, that the Act implicates the Seventh Amendment. See *NLRB v. Jones & Laughlin Steel Corp.*, 301 U.S. 1, 48–49 (1937); see also *Atlas Roofing Co. v. OSHRC*, 430 U.S. 442, 453–455 (1977) (reaffirming that the Act created a public right and that Congress could therefore assign the adjudication of that right to the Board without violating the Seventh Amendment).

As to its arguments regarding Board member and administrative law judge removal protections, there is no evidence that the Respondent suffered any harm from their removal protections. See *SJT Holdings, Inc.*, 372 NLRB No. 82, slip op. at 1 fn. 4 (2023) (citing *Collins v. Yellen*, 594 U.S. 220, 257–258 (2021), and *Calcutt v. FDIC*, 37 F.4th 293, 316 (6th Cir. 2022), rev’d per curiam on other grounds 598 U.S. 623 (2023)); *K & R Contractors, LLC v. Keene*, 86 F.4th 135, 148–149 (4th Cir. 2023) (“[R]egardless of how we answer the constitutional question presented by the removal provisions, we would be required to deny the petition

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 a place of business in Erie, Pennsylvania, and has been engaged in the operation of a television station.

Annually, in conducting its operations described above, the Respondent derived gross revenues in excess of \$100,000 and purchased and received goods valued in excess of \$5000, which goods were shipped directly to the Respondent's Erie, Pennsylvania facility from points outside the Commonwealth of Pennsylvania.

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 the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Certification*

Following an election conducted by secret ballot on March 14, 2024, the Regional Director issued a Decision on Objection and Certification of Representative in Case 06-RC-335453 on May 16, 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 of WJET/WFXP/Yourerie.com who appear on camera on

because K & R has not asserted any harm resulting from the allegedly unconstitutional statutes.”).

Finally, the Respondent pleads that, to the extent the Board, the General Counsel, or Agency attorneys seek to compel the parties to reach agreement, or to compel the Respondent to pay damages in lieu of reaching agreement, such efforts are ultra vires, invalid as a matter of law, contumacious, and violate Rule 3.1 of the Pennsylvania Rules of Professional Conduct; that, to the extent the allegations in the complaint are premised on untruthful statements, the complaint is the product of perjury and thus an illegitimate exercise of the Board's authority; and that, to the extent the complaint results from fraud or corruption, it should be dismissed. 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

broadcast and digital platforms, including Anchors, Reporters, Meteorologists, Special Contributors, and Special Projects Co-Ordinators, but excluding all other employees, guards, and supervisors as defined under the Act.

On March 20, 2026, the Board denied the Respondent's request for review of the Regional Director's Decision on Objection 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 May 16, 2024, and March 24, 2026, the Union requested that the Respondent bargain with the Union as the exclusive collective-bargaining representative of the unit. Since about May 17, 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 May 17, 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

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).

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

⁵ The Respondent claims that no response is required as to the complaint's allegation (par. 5) that its Vice President of Labor and Employment Relations, Associate General Counsel has been an agent of the Respondent within the meaning of Sec. 2(13) of the Act. The Respondent's answer to par. 5 does not preclude summary judgment or raise material issues of fact warranting a hearing because the Respondent admits that it has refused to bargain with the Union.

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, Nexstar Media Inc., d/b/a WJET-TV/WFXP-TV/Yourerie.com, Erie, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with Screen Actors Guild—American Federation of Television and Radio Artists, AFL–CIO (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 of WJET/WFXP/Yourerie.com who appear on camera on broadcast and digital platforms, including Anchors, Reporters, Meteorologists, Special Contributors, and Special Projects Co-Ordinators, but excluding all other employees, guards, and supervisors as defined under the Act.

(b) Within 14 days after service by the Region, post at its Erie, Pennsylvania facility copies of the attached notice marked “Appendix.”⁶ Copies of the notice, on forms provided by the Regional Director for Region 6, 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 May 17, 2024.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 6 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. July 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.

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.”

WE WILL NOT fail and refuse to recognize and bargain with Screen Actors Guild—American Federation of Television and Radio Artists, AFL–CIO (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 of WJET/WFXP/Yourerie.com who appear on camera on broadcast and digital platforms, including Anchors, Reporters, Meteorologists, Special Contributors, and Special Projects Co-Ordinators, but excluding all other employees, guards, and supervisors as defined under the Act.

NEXSTAR MEDIA INC., D/B/A WJET-TV/WFXP-TV/YOURERIE.COM

The Board's decision can be found at www.nlr.gov/case/06-CA-343546 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.

