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

CLEAN EARTH, INC.,

and

TEAMSTERS LOCAL 533,

Cases: 32–CA–363439
32–CA–364137
32–CA–376133
32–CA–376872
32–CA–379219

Nicholas Marritz, Esq., for the General Counsel.
Marie Walcek, for the General Counsel.
Jeffrey A. Schwartz, Esq., for the Respondent.
Gary P. Provencher, Esq., for the Charging Party.

DECISION

STATEMENT OF THE CASE

CHRISTAL J. KEY, Administrative Law Judge. This case was tried in Reno, Nevada on May 5, 2026. Teamsters Local 533 (the Union) filed charges, in Cases 32–CA–353686, 32–CA–354630, 32–CA–363439, 32–CA–363486, 32–CA–364137, 32–CA–376133, 32–CA–376872 and 32–CA–379219, against Clean Earth, Inc. (Respondent). The Regional Director for Region 32 issued the third amended complaint and notice of hearing in this case on March 13, 2026. On March 24, 2026, Respondent filed its answer to the third amended complaint (complaint) Respondent denied the central allegations in the case. On April 28, 2026, pursuant to an informal settlement agreement, the Regional Director for Region 32 issued an order approving the withdrawal of Cases 32–CA–353686, 32–CA–354630, and 32–CA–363486 and complaint paragraphs 7, 8, 13, and 14. Following that withdrawal, the complaint alleges that Respondent violated Section 8(a)(5) and (1) of the Act by: 1) refusing to execute a contract after the Union and Respondent had reached a complete agreement; 2) transferring a bargaining unit driving route to drivers at another facility owned by Respondent and/or to third-party contractors without giving the Union notice or an opportunity to bargain about that decision or the effects of that decision; 3) eliminating the driving routes of two unit employees, transferring them into positions which Respondent asserts are non-unit positions and changing their job assignments without giving the Union notice or an opportunity to bargain about those decisions or the effects of those decisions;

4) withdrawing recognition from the Union on the stated basis that the unit now consists of a single employee; and 5) failing and refusing to provide the Union requested information. Many of the important facts in this case are not in dispute because the parties agreed to a document which is in evidence and is entitled Joint Stipulations of Fact. (Jt. Exh. 2.) After the conclusion of the trial, the General Counsel, the Charging Party and the Respondent filed briefs which I have read and carefully considered.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the parties, I make the following findings, conclusions of law, and recommendations.

FINDINGS OF FACT[1]

I. JURISDICTION

At all material times, Respondent has been a corporation with an office and place of business in Fernley, Nevada (Fernley facility), and has been in the business of hazardous and nonhazardous waste disposal services. During the calendar year ending September 30, 2025, Respondent in conducting its business operations purchased and received at its Fernley, Nevada facility, goods valued in excess of $50,000 from points outside the State of Nevada. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and the Union has been a labor organization within the meaning of Section 2(5) of the Act. (GC Exhs. 1(ll), 1(nn).) Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

1. Respondent’s operations and supervisors

Respondent is a waste management company that transports hazardous and nonhazardous waste from customers’ facilities and disposes of, destroys, or recycles the materials. (Tr. 35.) It serves a wide variety of commercial and retail customers. (R. Br. at 2–3, Tr. 34–35, 143, 146, Jt. Exhs. 18–20.) It has 88 sites across the United States and a corporate headquarters in King of Prussia, Pennsylvania. As of September 27, 2024, which is the date the NLRB conducted an election among Respondent’s drivers at its Fernley facility, Respondent employed 6 drivers who were assigned to its transportation department. At its Fernley facility, Respondent also employed about 62 warehouse or plant employees who were assigned to its plant department where they sorted and processed waste. (Tr. 130, 152.) As of September 27, 2024, Respondent employed three managers at the Fernley facility. General Manager Modesto Granados oversaw the facility’s

[1] Although I have included several citations in this decision to highlight particular testimony or exhibits in the evidentiary record, I emphasize that my findings and conclusions are not based solely on those specific citations but rather are based on my review and consideration of the entire record for this case.

operations. (Tr. 154.) Plant Processing Manager Randall Wells reported to Granados and he oversaw the plant employees. Field Service Manager Jennifer Anderson oversaw the drivers. (Tr. 36–37, 165.) Anderson reported to Regional Operations Manager Johnny Halla. (Jt. Exh. 16 at 4, Tr. 174–175.) Halla reported to Vice President of Northern Operations John Black. (Tr. 145, 174–175.)

2. Election, certification, and unit composition

On August 26, 2024, the Union filed a petition seeking to represent drivers employed by Respondent at its Fernley facility. (Jt. Exhs. 2, 3.) On September 4, 2024, the Union and Respondent entered into a Stipulated Election Agreement. On September 6, 2024, Respondent submitted a voter eligibility list. (Jt. Exhs. 2, 6.) On September 27, 2024, Respondent's employees in the following bargaining unit voted in favor of the Union representing them:

> All full-time and regular part-time Environmental Driver Specialists CDLA and Environmental Driver Specialists CDLB employed by the Employer at or from its facility located at 2095 Newland Dr., Fernley, NV 89408; Excluding environmental technicians, managers, confidential employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act. (the unit). (Jt. Exhs. 2, 5, 7.)

Environmental Driver Specialists CDLA and CDLB refers to Respondent's drivers with a Class A or Class B commercial drivers license. (Tr. 72, 109.) Drivers with a Class A license can drive trucks with an attached trailer while drivers with a Class B license can only drive box trucks. (Tr. 51.) On October 10, 2024, the Regional Director for Region 32 issued a Certification of Representative certifying the Union to represent the unit. (Jt. Exh. 7.)

As of the September 27, 2024 election, the unit was comprised of the following drivers: (1) Armel Balmediano, (2) Darrin Bryant, (3) Benjamin Irwin, (4) James Kenney, (5) Steven Quinn, and (6) Kristylyn Tillery. All unit drivers had Class A CDLs except for Kenney, who had a Class B CDL. (Tr. 73, 109.) The unit drivers performed three different functions. The first job function involved driving routes between Respondent's Fernley facility and its other facilities and picking up and/or dropping off waste. (Tr. 35–36; GC Exh. 2, Jt. Exhs. 18–20.) The second job function involved driving routes between Respondent's Fernley facility and its customers' facilities and picking up waste and dropping off large commercial-size empty bins.[2] (GC Exh. 2, Jt. Exh. 18–19, Tr. 36, 52, 56–58, 168–170, 181.) The third job function involved driving a piece of equipment smaller than a commercial truck to move trailers into small spaces inside the fence of the Fernley facility. (Tr. 73, 76, 110, 156.) In the record, this third job function is referred to as "hostler" "yard

[2] Respondent's customers included among others: 1) U.S. Ecology; 2) Amazon; 3) Paint Care; 4) U.S. Ordinance; 5) Clean Harbors; 6) Graymar; 7) GP&C; 8) American; 9) Carboline; 10) John Mansville; 11) ALS; 12) American Acid Pump; 13) Cyanco; 14) Paragon; 15) Curb Line; 16) ALS; and 17) Inspectorate.

goat" and "yard jockey." For consistency purposes I have referred to it herein as hostler driving. A CDL license is not required to perform hostler driving because it is performed on Respondent's property and not on the roadway. (Tr. 173.) However, from prior to the election and continuing at least up to the date of the hearing, Respondent has assigned the hostler driving work to an employee with a CDL license.

As of the election, unit employees drove the following routes which started in Fernley, Nevada: 1) Rancho Cordova, California; 2) Somerton, Arizona; 3) Washougal/Tacoma, Washington; and 4) Beatty, Nevada/Las Vegas, Nevada.[3] The Rancho Cordova route started in Fernley, Nevada and went to Rancho Cordova, California (approximately 320 miles round trip) and took eight to nine hours to run. (Tr. 62, 79.) The Somerton route started in Fernley, Nevada and went to Somerton, Arizona (approximately 1500 miles round trip) and it took about 2-1/2 days to run and it was normally run twice per week. (Tr. 41, 46, 60–62.) The drivers assigned to the Somerton route were normally on the road 4 to 5 nights per week. (Tr. 174.) The Washougal/Tacoma route started in Fernley, Nevada and went to Tacoma, Washington, then to Washougal, Washington and then back to Fernley, Nevada (approximately 1800 miles[4] round trip), and it took about 3 days to run. (Tr. 48, Jt. Exhs. 18–19.) The Beatty/Las Vegas route started in Fernley, Nevada, went to Beatty, Nevada, then to Las Vegas, Nevada, and then back to Fernley, Nevada (approximately 1400 miles), it took about 2 days to run. (Tr. 49.) Respondent pays drivers a per diem when they are on the road overnight. (Tr. 66.)

B. Parties Reach a Contract and the Union Requests that Respondent Sign it

The parties stipulated that between December 3, 2024, and February 24, 2025, the Union and Respondent engaged in six bargaining sessions and on February 24, 2025, they reached a tentative agreement for a first contract. (Jt. Exhs. 2, 8.) The agreement provided for Respondent to grant unit employees a raise of 90 to 96–cents per hour on the date of ratification, and then additional raises of about one dollar per year in the 2nd and 3rd years of the contract. (Jt. Exh. 8 at 42.) On March 22, 2025, the Union informed Respondent that the unit had ratified the contract. The Union held two ratification votes. The first vote was two to two and the second vote was two to zero in favor of ratification. (Tr. 132, 136–137.) On March 25, 2025, the Union sent Respondent a copy of the collective-bargaining agreement and requested that Respondent sign it. (Jt. Exh. 2.) On April 7, 2025, Respondent advised the Union in writing that it would not sign the contract

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[3] Respondent does not have a facility in Beatty, Nevada, rather one of its customers U.S. Ecology has a facility in Beatty. (Tr. 49.)

[4] I take judicial notice of the information available on Google maps regarding the distance between Respondent's facilities. See Fed. R. Evid. 201(b); *Feminist Majority Foundation v. Hurley,* 911 F.3d 674, 710 fn. 5 (4th Cir. 2018) (Agee, CJ., concurring in part) (relying on Google maps and its Distance Measurement Tool to determine locations and distances); *Pahls v. Thomas*, 718 F.3d 1210, 1216 fn. 1 (10th Cir. 2013) (collecting cases supporting taking judicial notice of content gleaned from Google maps and its features given that geographic facts and distances are "peculiarly susceptible to judicial notice"); *United States v. Schultz*, 537 F. Appx 702, 705 fn.1 (9th Cir. 2013).

because they understood that two employees had or intended to file unfair labor practice charges with the National Labor Relations Board related to the ratification vote. (Jt. Exh. 11 at 2.) In the late summer or early fall of 2025 those charges were resolved. (Tr. 115.) Again, on April 18, July 28, and October 1, 2025, the Union requested in writing that Respondent sign the contract. Respondent refused to sign it. (Jt. Exh. 2.) On November 19, 2025, Respondent sent the Union a letter stating that it was withdrawing recognition from the Union because as of October 6, 2025, the unit had been reduced to a single employee. (Jt. Exh. 15 at 3.)

C. After the Election, Respondent Eliminates Unit Work

1. James Kenney incurs an on-the-job injury and Respondent does not replace him

Respondent hired James Kenney as an environmental driver specialist CDLB on March 25, 2024. He worked for Respondent in that capacity until he incurred an on-the-job injury on September 16, 2024. (Jt. Exhs. 6, 21.) Respondent assigned him to drive a box truck and he performed pickups and deliveries in Northern Nevada. (Tr. 50–51, 109, 170.) When Kenny stopped working for Respondent due to his injury on September 16, 2024, Respondent did not hire anyone to replace him. (Jt. Exh. 21.) The record does not reflect what happened to the work that he had been performing. Respondent terminated Kenney on October 2, 2025, because after one year he was not able to return to work from his injury. (Jt. Exhs. 21, Tr. 117–118.)

2. Kristylyn Tillery resigns and Respondent transfers the route she most frequently drove to its Tacoma facility

Respondent hired Kristylyn Tillery as an environmental driver specialist CDLA on April 24, 2014. (Jt. Exh. 21.) She resigned on about January 31, 2025. (Jt. Exhs. 19 at 1–5.) Respondent did not hire a driver to replace Tillery. (Jt. Exhs. 19, 20, 21.) Respondent absorbed a portion of the loss of Tillery's driving by transferring the Washougal/Tacoma route from its Fernley facility to its Tacoma, Washington facility. The Fernley drivers' route schedules show that prior to Tillery's resignation, about every other week, Respondent assigned a Fernley driver to drive the 3-day Washougal/Tacoma route. (Jt. Exhs. 18, 19.) Up until her resignation, Respondent most frequently assigned Tillery that route. After Tillery resigned, Respondent stopped assigning the Washougal/Tacoma route to a Fernley driver. Jennifer Anderson testified that Respondent swapped the starting point of that route and transferred it to a driver at its facility in Tacoma, Washington. (Tr. 36, 174–175.) Respondent did not provide the Union notice or an opportunity to bargain before it eliminated Tillery's driving work or transferred the Washougal/Tacoma route from Fernley to Tacoma. (Tr. 121–122, 128–129.)[5]

[5] I have not considered whether Respondent's transfer of the Washougal/Tacoma route or elimination of Tillery's driving work violated Sec. 8(a)(1) and 8(a)(5) of the Act. General Counsel did not plead it in the complaint. A judge may consider unalleged allegations when they are fully litigated and closely related to other complaint allegations. *Pergament United Sales*, 296 NLRB 333, 334 (1989), enfd. 920 F.2d 130

3. Respondent transfers two Somerton routes from its Fernley facility to its Somerton facility

Respondent hired Darrin Bryant as an environmental driver specialist CDLA on September 25, 2023. Respondent suspended Bryant on October 4, 2024, and terminated him on October 30, 2024. (GC Exh. 1(ll) and 1(nn).) Prior to his suspension, Respondent frequently assigned Bryant one of its two Somerton routes. (Jt. Exh. 18.) On about October 28, 2024, Respondent swapped the starting point of one of the two Somerton routes from its Fernley, Nevada facility to its Somerton, Arizona facility and transferred the route from a Fernley driver to a Somerton driver. (Tr. 178, GC Exh. 3.) The exact date of the transfer is unclear. Jennifer Anderson testified Respondent transferred the route in October 2024. (Tr. 178.) From at least June 3, 2024, which is the first date drivers' schedules are in evidence, up through October 11, 2024, each week Respondent almost always assigned two Fernley drivers to the Somerton route. During the week of October 14, 2024, Respondent assigned only one Fernley driver to the route. During the week of October 21, 2024, it assigned two drivers to the route. During the week of October 28, 2024, and thereafter Respondent almost always assigned only one Fernley driver to the route. (Jt. Exh. 18.) Respondent did not provide the Union notice or bargain with them about the transfer of that route.[6] (Tr. 117.) Respondent appears to have absorbed the loss of this route in Fernley by not replacing Darrin Bryant.

Respondent hired Benjamin Irwin as an environmental driver specialist CDLA on September 1, 2023, and at least as of the date of the hearing Respondent continued to employ him as a driver in Fernley. While Respondent assigned Irwin various driving routes, up until March 28, 2025, it most frequently assigned him to a Somerton route. On March 31, 2025, Respondent transferred Irwin's Somerton route to a driver at its Somerton facility. (Tr. 64, 67, GC Exh. 2, Jt. Exh. 19 at 12–51, 20.) Following the transfer, Respondent began assigning Irwin to drive its Rancho Cordova route. This route change resulted in Irwin earning about $1500 less per pay period. Irwin lost wages because the new Rancho Cordova route took less hours to drive than the Somerton route. Further, he lost his per diem because when he drove the Somerton route, he was on the road 4 to 5 nights per week, but none when he drove the Rancho Cordova route. (Tr. 66.)

(2d Cir. 1990). Based on the specificity of complaint pars. 10(a) through 10(c) I do not find that the elimination of unit work Tillery had performed or the transfer of the Washougal/Tacoma route is sufficiently related to other complaint allegations. Further, I do not find that the issues were fully litigated.

[6] I have not considered whether Respondent's transfer of this route violated Sec. 8(a)(1) and 8(a)(5) of the Act. General Counsel did not plead it in the complaint and the allegation is potentially barred by Section 10(b) of the Act. The Union filed the charge related to the second Somerton route on April 17, 2025, and served it on April 22, 2025. (GC Exhs. 1(i) and 1(j).) Thus, the operative 10(b) date is October 22, 2024, or some later date when the Union had notice of the transfer of the route. Paragraph 10(a) of the complaint pleads that on March 25, 2025, Respondent reassigned its Somerton Arizona route to non-unit employees or to third-party contractors. A judge may consider unalleged allegations when they are fully litigated and closely related to other complaint allegations. *Pergament United Sales*, supra. The reassignment of the first Somerton route in October 2024, is closely related to par. 10(a) of the complaint. However, I do not find that the parties fully litigated the 10(b) issue.

When he drove the Somerton route, he only had to drive his personal vehicle to Respondent's facility one time per week, but when he drove the Rancho Cordova route he had to drive to the facility 5 days per week. (Tr. 66, 79.) Respondent did not provide the Union notice or bargain with them before it transferred the second Somerton route on March 31, 2025. (Tr. 126, 129, 180, GC Exh. 3.)

Jennifer Anderson testified about the timing and rationale for Respondent transferring the two Somerton routes. In the late spring and early summer of 2024, Respondent employed five drivers at its Fernley facility and it had open requisitions to hire three additional drivers at Fernley. (Jt. Exh. 21, Tr. 174.) When Anderson tried to fill the open positions, she was unsuccessful in finding candidates. (Tr. 174.) Therefore, during the early summer of 2024, Anderson spoke with Respondent's Regional Operations Manager Johnny Halla who spoke with Vice President John Black, they decided to swap the Somerton route to start in Somerton rather than Fernley and hire two drivers in Somerton to drive the routes. (Tr. 174.) On June 19, 2024, Halla sent an email setting forth that decision. (Jt. Exh. 16 at 4.) However, intervening circumstances prevented Respondent from promptly implementing that decision because the first driver Respondent attempted to hire in Somerton on June 26, 2024, failed his physical. (Tr. 179, Jt. Exh. 16 at 5.) Then on unspecified dates, Respondent hired three or four more drivers in Somerton for the routes but they quit before Respondent was able to transfer the routes to them. (Tr. 183.) Thus, Respondent decided to continue assigning the two Somerton routes to Fernley's drivers. This continued through the September 27, 2024 election and up until about the week of October 28, 2024, when Respondent transferred the first Somerton route from Fernley to Somerton. Respondent continued assigning the second Somerton route to a Fernley driver, most frequently Irwin. Anderson knew Irwin liked the Somerton route and that he wanted to keep running it. (Tr. 66, 81, 179.) However, on March 31, 2025, Respondent transferred the second Somerton route from Fernley to Somerton. (Jt. Exh. 19 at 12–13, Tr. 66.)

4. Respondent transfers Steven Quinn and Armel Balmediano's driving routes and transfers them into newly created plant yard driver positions which it contends are non-unit positions

Respondent hired Steven Quinn as an environmental driver specialist CDLA on May 13, 2024. (Tr. Exh. 21.) On September 6, 2024, Respondent included Quinn's name on the voter eligibility list that it submitted to the NLRB. (Tr. 180, Jt. Exhs. 2, 5, 6.) As a CDLA driver Respondent assigned Quinn two job functions. First, he hauled waste and empty bins between Respondent's Fernley facility and its customers' facilities (customer facing driving). (Tr. 110, 155–156, 158, 168–170, 183–184, Jt. 18, 19.) Second, he performed hostler driving. (Jt. Exhs. 18, 19.) The customer facing driving work Quinn most frequently performed was driving from Respondent's Fernley facility to the following customers: Amazon, CP&C, Carboline, Clean Harbors, Truckee Paint, Mountain Hardware, John Mansville, US Ordinance, and Inspectorate. (Jt. Exhs. 18, 19, Tr. 168–170, 184.) Respondent maintained weekly work schedules showing whether drivers were driving routes between its facilities, driving customer facing routes or performing hostler driving. (Tr. 182, Jt. Exhs. 18–20.) The work schedules show that up until August 8, 2025, Respondent regularly assigned Quinn to perform customer facing driving. (Jt. Exh. 19.) However, after August 8, 2025, Quinn's name never appeared on the drivers' schedule. (Tr. 70–71, Jt. 18–20.) Respondent admits that in August 2025, due to a company-wide restructuring it transferred Quinn into a newly created "plant yard driver" position and eliminated his customer facing driving duties. (Jt. Exh. 21, Tr. 69–70, 170–171, R. Br. at 6.) In his new plant yard driver position, Quinn continued performing hostler driving and Respondent assigned him to work in the plant. (Tr. 159.) Following Quinn's transfer, Respondent stopped assigning him or any other unit employee to perform the customer facing driving that Quinn had performed prior to August 8, 2025. (Jt. Exhs. 19, 20.) Quinn asked to be transferred back to performing his driving routes, but Respondent did not allow him to do so. (Tr. 120, Jt. Exh. 19, 21.) In September 2025, Quinn announced his resignation but then attempted to pull his resignation back but Respondent did not allow him to do so and he left Respondent's employment on September 25, 2025. (Tr. 171, Jt. Exh. 21.) Respondent did not provide the Union notice or an opportunity to bargain regarding its transfer of Quinn from the environmental driver specialists' CDLA position into the plant yard driver position or the elimination of his customer facing driving duties. (Tr. 120–121, 129, 151.) Respondent asserts that the plant yard driver position is a non-unit position. (R. Br. 9–10, 13 at fn. 1.)

Respondent hired Armel Balmediano as an environmental driver specialist CDLA on September 9, 2024. (Tr. 75, Jt. Exh. 21.) Respondent admits that upon the Union's certification, Balmediano was a unit driver represented by the Union. (R. Br. at 6.) During his employment, Respondent most frequently assigned him to drive the Rancho Cordova route. (Jt. Exhs. 18–19.) On the day after Quinn announced his resignation, Balmediano approached Anderson and told her that he did not want to be transferred from his driving route into Quinn's position. (Tr. 82–83, 172, 185.) A few weeks later, General Manager Modesto Granados and Jennifer Anderson called Balmediano into a meeting during which they attempted to get Balmediano to accept a transfer into Quinn's job. (Tr. 157-158, 172.) Balmediano asked them if he would still be working the same hours, up to 10 hours a day. (Tr. 186–187.) Anderson told him that his hours would remain the same, but that he would be performing additional job duties in the plant since the hostler driving does not take ten hours a day. (Tr. 186.) Next, he asked about his pay in the new job. (Tr. 186.) Anderson testified that they told him that his pay would remain the same. (Tr. 173.) Granados and Anderson testified that Balmediano asked them if he transferred into the new job would get him out of the Union and they told him it probably would, but they would have to check. (Tr. 157, 175.) Granados and Anderson checked with their lawyer who advised them that yes, the new position would be a non-unit position. (Tr. 173.) Thus, Granados and Anderson got back to Balmediano and told him if he moved into the new position, it would get him out of the bargaining unit. (Tr. 157, 173.) Balmediano accepted the transfer into the plant yard driver position. (Jt. 21, 157, 173.)[7] While, Anderson and Granados testified that Balmediano accepted the new position in order

[7] Balmediano's version of these events is slightly different in that he testified he did not voluntarily transfer into the position. (Tr. 83–85.)

to get out of the Union, the evidence demonstrates that Respondent also gave Balmediano a raise due to a promotion on the same date it transferred him into the plant yard driver position. General Counsel subpoenaed documents for all bargaining unit employees, during the period June 1, 2024 through the date of the hearing, showing "changes to their job positions or duties", "their rates of pay" and "the nature and effective dates of any changes to their pay". (S. Exh. 1 at par. 17.) In response, Respondent produced Joint Exhibit 21. (Tr. 10.) Joint Exhibit 21 states that on October 6, 2026, Balmediano's job position changed from CDLA driver to plant yard driver. In response to the request for "the nature and effective dates of any changes to their pay" Respondent stated as follows for Balmediano, "09–Sep–2024, 06–Oct–2025 (Promotion)." Joint Exhibit 21 does not state what Balmediano's wage rate was on his September 9, 2024, date of hire, but it does state that on October 6, 2025, Respondent changed his pay to $34 per hour due to a promotion.

On October 6, 2025, Respondent transferred Balmediano from his environmental driver specialist CDLA position into a plant yard driver position and stopped assigning him a driving route. (Jt. Exhs. 18–21.) Respondent did not hire a driver at Fernley to replace Balmediano. It transferred Balmediano's route to drivers at its Somerton facility or third-party contractors. (Tr. 162.) In his new position, Balmediano reported to Randall Wells and Granados rather than Anderson. (Tr. 86–87.) Balmediano's new plant yard driver position consisted of hostler driving and working inside the plant in the sorting room separating waste and mixing acid and bleach. (Tr. 87–89, 93, 163.) The transfer resulted in Balmediano losing about $300 to $400 per pay period in wages because when Respondent runs out of work in the plant its managers send plant employees home as early as noon or 1 p.m. (Tr. 90, 160–161.) None of the other employees Balmediano works with in the plant perform any of the hostler driving and none of them have a Class A CDL license. (Tr. 94, 163.) Respondent did not provide the Union notice or an opportunity to bargain regarding its transfer of Balmediano from an environmental driver specialist CDLA position into the plant yard driver position or the transfer of his driving route to non-unit employees. (Tr. 120–123, 129, 161.)

D. Respondent Withdraws Recognition from the Union

On November 19, 2025, Respondent sent the Union an email advising them that as of October 6, 2025, the unit had been reduced to a single employee and therefore Respondent was withdrawing recognition from the Union. (Jt. Exh. 15 at 3.) Respondent's November 19, 2025 letter did not specifically mention Balmediano's transfer. However, this was the first notice Respondent provided the Union related to the transfer. (Tr. 122–123.)

E. The Union Requests Information

On November 19, 2025, the Union sent Respondent an information request. The request stated the Union needed the information to investigate whether Respondent had sub-contracted out or moved routes to other facilities. (Jt. Exh. 15.) The Union requested that by November 25, 2025, Respondent provide it with the following information:

> Provide all the bargaining unit routes that have been sub–contracted to a 3rd party or to other CE facilities, this would included the Washougal, WA routes, Somerton, AZ routes and Jimmy Kenney's Class B Northern Nevada area route. Please detail if these bargaining unit routes were 3rd party sub–contracted or moved to another CE facility. Please include the dates they were 3rd party sub–contracted or moved bargaining unit work to another facility.
>
> Provide Armel Balmediano's date of hire and job classification hired for, along with current job classification and the date he was moved into his new job classification.
>
> Provide Armel Balmediano's rate of pay upon hiring and his current rate of pay.
>
> Provide Steve Quien's date of resignation along with his rate of pay upon termination and job classification.
>
> Provide the Union with dates and times CE bargained over the effects and terms and conditions of employment related to CE decision to 3rd party sub–contract out work or moved bargaining unit work to another facility or to another classification/unit.
>
> Provide the date it unilateral change the "Yard Goat/Hostler" position from bargaining unit position to a non–bargaining unit position. (Jt. Exh. 15 at 2–3.)

On December 2, 2025, Respondent sent the Union an email stating that it would not provide the Union any of the requested information because the unit had been reduced to a single employee. (Jt. Exhs. 2 at 3, 15 at 1.) That same day, the Union replied stating that Respondent's request to withdraw recognition was denied and repeated its demand for the information. (Jt. Exhs. 2, 15 at 1.) To date, Respondent has not signed the Union's contract, restored recognition or provided the Union any of the requested information. (Jt. Exh. 2.)

III. CREDIBILITY

A. General Principles

Evaluating certain issues of fact in this case requires an assessment of witness credibility. Credibility determinations involve consideration of the witness' testimony in context, including factors such as witness demeanor, "the weight of the respective evidence, established or admitted facts, inherent probabilities, and reasonable inferences drawn from the record as a whole." *Double D Construction Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001), enfd. 56 Fed.Appx. 516 (D.C. Cir. 2003); see also *Hill & Dales General Hospital*, 360 NLRB 611, 615 (2014). Corroboration and the relative reliability of conflicting testimony are also significant. See, e.g., *Pain Relief Centers, P.A.*, 371 NLRB No. 70 slip op. at 2, fn. 4, 14 (2022), enfd. 2023 WL 5380232 (4th Cir. 2023). In making credibility resolutions here, I have considered the witnesses' demeanor, the context of their testimony, corroboration via other testimony or documentary evidence or lack thereof, the internal consistency of their accounts, and the witnesses' apparent interests, if any.

B. Jennifer Anderson's Testimony Regarding the Transfer of the Somerton Routes

There is no dispute that in June 2024, Respondent decided to swap the starting location of the Somerton routes, hire two drivers in Somerton and transfer them from Fernley to Somerton. Further, the evidence demonstrates that this decision was not related to any union activity. Anderson testified that finding drivers for the Somerton route was difficult because it required drivers to be on the road for 4 to 5 days a week. (Tr. 179–180.) There is an issue in this case regarding whether Respondent had discretion to reverse its decision once its Somerton manager found herself unable to fill the job vacancies for many months and it had drivers in Fernley willing to drive the routes. Anderson testified, "I'd already transferred the reqs [two hiring requisitions] to her [the Somerton manager], so they were already hers. We were just filling in until she got her two people." (Tr. 179.) After Respondent transferred the first Somerton route, Anderson most frequently assigned the remaining route to Benjamin Irwin. Anderson testified she knew he liked the route and wanted to keep it. (Tr. 179.) When Anderson was questioned about why Respondent did not allow him to keep the route she testified, "It's not like Ben was going to run it for the rest of his life, never have PTO, never have vacations, never have sick time. You know, we just couldn't rely on one route just for Ben." (Tr. 180.) Respondent's documents and other witness testimony contradict Anderson's testimony. If Irwin was unavailable, Anderson could have assigned the route to Balmediano as evidenced by the fact that she had previously assigned it to him. (Tr. 80, Jt. Exh. 19.) Balmediano discussed with Anderson that Irwin liked the Somerton route more than he did so Anderson agreed to most regularly assign it to him, but Balmediano told her that she could continue assigning him the route when Irwin was unavailable or performing other work. (Tr. 80–81.) Anderson and Granados also testified that Respondent hires third parties to run the Somerton routes when needed. (Tr. 162, 181.) Finally, Anderson could have assigned a Somerton driver to run the route if Irwin was not available because Anderson testified that after the routes were transferred to Somerton, Fernley's drivers filled in on the route when a Somerton driver was out on PTO. (Tr. 178.) Thus, contrary to Anderson's testimony, she had many options for covering the route if Irwin was not available. It is not logical that after the election Respondent's manager in Somerton needed to keep working to find applicants to fill the two Somerton routes when Respondent had drivers in Fernley willing and able to drive these routes. Thus, I discredit Anderson's testimony that Respondent could not have allowed Irwin to continue running his Somerton route. Further, to the extent she testified the hiring requisitions had to stay in Somerton I discredit this testimony. The evidence demonstrates Respondent had a great deal of discretion regarding which of its facilities employed its drivers. For example, after the election it swapped the starting location of its Washougal/Tacoma route and transferred the route from a Fernley driver to a driver at its Tacoma facility. (Tr. 174, Jt. Exh. 19.) I base my credibility findings regarding Anderson's testimony on the fact that she lacked a candid and forthright demeanor. She willingly answered questions on direct examination, but during cross examination she was argumentative and refused to answer questions. For example, on cross examination she refused to answer straight forward questions such as whether she gave the Union notice before transferring the Somerton route or whether she told Balmediano he would no longer be driving a route if he accepted the plant yard driver position. (Tr. 180–181.) I also discredit her testimony because it was not logical, it was contradicted by Respondents documents and other witness testimony and as a manager she had an interest in providing testimony favorable to Respondent's case.

C. Anderson and Granados' Testimony Regarding Balmediano's Transfer into a Non-unit Position

Anderson and Granados' testimony regarding the circumstances under which Balmediano transferred into a non-unit position were not credible because they are contradicted by documentary evidence. After Respondent transferred Quinn into the plant yard driver position, he requested to be transferred back to his old position, but Respondent refused to allow him to do so. (Tr. 120, Jt. Exhs. 19, 21.) Quinn then announced his resignation. He gave Respondent 3 weeks' notice. (Tr. 171–172.) The day after Quinn announced his resignation, Balmediano preemptively approached Anderson and told her he did not want Respondent to transfer him into Quinn's job. (Tr. 82, 172, 185.) After Quinn announced his resignation, he regretted it and attempted to rescind it, but Respondent clearly did not allow him to do so because he left Respondent's employment on September 25, 2025. (Tr. 171, Jt. Exh. 21.) Respondent's refusal to allow Quinn to rescind his resignation was not logical because Anderson and Granados testified they needed someone to perform Quinn's hostler driving duties. (Tr. 156, 158, 162, 172.) However, Respondent utilized Quinn's resignation as an opportunity to reduce the unit to a one-man unit.

Anderson and Granados testified that after Quinn resigned, they met to discuss finding someone to perform the hostler driving. Granados suggested Balmediano, but Anderson told him that Balmediano had already told her that he did not want the job. (Tr. 172.) Despite this, Granados and Anderson decided to talk to Balmediano in order to try and persuade him to take Quinn's former job. (Tr. 158, 172.) Balmediano asked about his hours, his pay, and what he would be doing in the new job. (Tr 186.) Anderson testified that she and Granados reassured Balmediano that his pay would not change, he would still be working the same hours but he would be doing the hostler driving as well as additional duties since the hostler driving did not take ten hours a day like his old job. (Tr. 173, 186.) Anderson testified that Balmediano took the new job because he was excited to take on a new job function and because it would get him out of the Union. (Tr. 187.) Granados testified that Balmediano voluntarily accepted the new job because he and Anderson confirmed that it would get him out of the Union. (Tr. 157.) However, Respondent's documents contradict their testimony and demonstrate that another factor likely played a significant role in Balmediano's decision to take the new job. On the same day that Respondent transferred Balmediano into the new job it granted him a change in his pay due to a "promotion" to $34 per hour. Thus, Respondent's refusal to allow Quinn to rescind his resignation when they needed someone to perform hostler driving was not logical and indicates Respondent was looking for ways to reduce the unit. Further, the evidence demonstrates that contrary to Anderson and Granados' testimony, Balmediano likely changed his mind and took Quinn's old job because it came with a pay increase rather than because it got him out of the Union or because he was excited to take on new job functions.

IV. ANALYSIS

A. Respondent's Refusal to Sign the Contract

Section 8(d) of the Act requires a party to execute a written contract incorporating in one document the provisions agreed to during collective bargaining, if requested to do so by another party. *Washington Stair & Iron Works*, 285 NLRB 566, 566 (1987). A party violates Section 8(a)(5) and (1) of the Act if it refuses to do so. *H.J. Heinz Co. v. NLRB.*, 311 U.S. 514, 523–526 (1941). Respondent stipulated that on February 24, 2025, they reached an agreement with the Union on a tentative agreement for a first contract. (Jt. Exhs. 2, 8.) On March 22, 2025, the unit ratified the contract. (Jt. Exh. 2 at par. 8.) On March 25, 2025, the Union sent Respondent a copy of the contract for signature. On April 7, 2025, Respondent sent the Union a letter stating it would not sign the contract because they understood that two employees had or intended to file unfair labor practice charges with the Board related to the ratification vote. (Jt. Exh. 11 at 2.) Gary Watson testified that someone filed Board charges related to the ratification vote and those charges were resolved in the late summer or early fall of 2025. (Tr. 114–115.) However, the filing of such a charge is irrelevant because the Board has repeatedly held that an employer may not raise internal union ratification procedures as a defense to refusing to sign a contract. *Newtown Corp.*, 280 NLRB 350, 351 (1986), enfd. 819 F.2d 677 (6th Cir. 1987), quoting *Martin J. Barry Co.*, 241 NLRB 1011, 1013 (1979).

> Furthermore, even if ratification were a precondition, we find that Respondent has no standing to question the validity of the procedures used by the Union in ratifying the agreement. It is well settled that ratification is an internal union matter which is not subject to question by an employer. Here, there was a meeting at which a vote was taken, and the Union concluded that the meeting and vote met its standards for a valid ratification vote . . . . Respondent may not raise questions concerning the Union's internal procedures in order to avoid its obligation to sign the agreed-upon contract. For this reason, it is unnecessary and inappropriate for us to consider whether, in fact, the procedure followed by the Union was consistent with its normal ratification procedure. Id.

In its brief, Respondent cites *International Paper,* for its contention that it had the right to withhold signing the contract, 309 NLRB 44 (1992). However, the facts of that case demonstrate why its holding is irrelevant to this case. In that case, the employer filed a charge alleging the unions representing its employees violated 8(b)(3) and 8(d) of the Act by engaging in bad-faith bargaining in its dealings with the employer. The Board ruled the unions had engaged in bad-faith bargaining with the employer because their pooled ratification vote among 24 bargaining units resulted in a system that allowed for the unions to refuse to sign an agreement on the basis of a nonmandatory subject of bargaining. Id at 45. Conversely here, Respondent attempts to rely on the impact the Union's ratification vote had on employees as opposed to the Union's relationship with Respondent. Thus, Respondent's argument lacks merit and Respondent has no standing to question the validity of the procedure relied on by the Union to ratify the contract.

General Counsel established that since March 25, 2025, Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to execute the parties' written contract as alleged in paragraph 9 of the complaint.

B. March 31, 2025, Transfer of a Somerton Route

1. Legal principles

Employers have a duty to bargain in good faith with union representatives about mandatory subjects of bargaining, specifically, wages, hours, and terms and conditions of employment. *NLRB v. Borg–Warner Corp.*, 356 U.S. 342, 349 (1958). An employer's unilateral change to an employment term constituting a mandatory subject of bargaining violates Section 8(a)(5) and (1), absent a valid defense. *NLRB v. Katz,* 369 U.S. 736, 743 (1962). A decision to subcontract or transfer unit work alters the terms and conditions of employment and is therefore a mandatory subject of bargaining. *Somerset Valley Rehabilitation & Nursing Center*, 364 NLRB 481, 483 (2016) citing *Fibreboard Corp.*, 379 U.S. 203 at 210 (1964). See also *Pittsburgh Medical Center*, 325 NLRB 443, 443–444 (1998), enfd. mem. 182 F.3d 904 (3d Cir. 1999) (transferring bargaining unit work is a mandatory subject of bargaining and an employer must bargain with union representatives prior to transferring work out of a unit).

However, where an employer makes a firm decision to implement a change before being obligated to bargain with the union the employer "does not violate Section 8(a)(5) by its later implementation of that change." *Starcraft Aerospace, Inc.*, 346 NLRB 1228, 1230 (2006) (employer whose business was losing money and whose owner's health was so bad that he could no longer go to the office, made a firm pre-election decision to cease operations and layoff employees); *SGS Control Services*, 334 NLRB 858, 861 (2001) (employer who made a pre-election decision and announcement to change the way it paid overtime because of a change in California's law did not violate the Act when post-election it implemented that change on January 1, when the new law took effect.); and *Consolidated Printers Inc.*, 305 NLRB 1061 fn. 2, 1067 (1992) (employer's preelection decision to lay off employees based on its business volume did not violate the Act when postelection the employer implemented that decision on the night of the election.) Conversely, an employer's postelection unilateral reduction in employees' work hours violated the Act where there was no reasonable certainty as to timing or criteria and the decision involved significant management discretion. *Eugene Iovine Inc.*, 328 NLRB 294 (1999); See also *Rose Fence, Inc.,* 359 NLRB 225, 230–231 (2012), reaffd. 361 NLRB No. 134 (2014). In *Fresno Bee,* 339 NLRB 1214 (2003), the Board apportioned the parties' burdens where, as here, disputes arise over an employer's unilateral actions. First the General Counsel must establish a prima facie violation of Section 8(a)(5) by demonstrating that the employer made a material and substantial change in a term of employment without negotiating with the union. The burden is then on the employer to show that the unilateral change was in some way privileged. Id. citing *Taino Paper Co.*, 290 NLRB 975, 977 (1988), *Cypress Lawn Cemetery Assn.*, 300 NLRB 609, 628 (1990); and *Van Dorn Plastic Machinery Co.*, 265 NLRB 864, 865 (1982), enf. denied on other grounds 736 F.2d 343 (6th Cir. 1984).

Finally, even where a change results directly from a permissible, preelection decision, the employer is normally required to bargain over the effects of that decision. *Fresno Bee,* supra citing *First National Maintenance Corp. v. NLRB*, 452 U.S. at 677 fn. 15; *Bridon Cordage*, 329 NLRB 258, 259 (1999). An employer is obligated to bargain over the effects because in most such situations "[t]here are alternatives that an employer and a union can explore to avoid or reduce the scope of the [change at issue] without calling into question the employer's underlying decision." *Bridon Cordage*, supra.

2. Analysis

Respondent transferred two Somerton routes from Fernley to Somerton without notice to or bargaining with the Union over those decisions or the effects of those decisions. Respondent transferred the first route on about October 28, 2024. As discussed above, I have not considered the lawfulness of that transfer. On March 31, 2025, Respondent transferred the second Somerton route from Fernley to Somerton. (Jt. Exh. 19.) The Union learned of this transfer on March 25, 2025. Unit employee Benjamin Irwin sent the Union an email advising them that his supervisor Jennifer Anderson had announced to him that Respondent was transferring his Somerton route to a driver in Somerton and replacing it with a Rancho Cordova route and other potential work. (GC Exh. 3.) The Union did not request to bargain over the transfer of the route. However, the Board has ruled that where an employer gives employees notice of a change without providing the union prior notice the decision is a fait accompli and there is no obligation for the union to request bargaining. *Atlantic Veal and Lamb LLC*, 373 NLRB No. 19 slip op. at 21 (2024), citing *Stamping Specialty Co.*, 294 NLRB 703 (1989). Further, Respondent's transfer of the route took place in the context of Respondent unlawfully refusing to execute the contract that the parties had agreed to. On April 17, 2025, the Union promptly filed an unfair labor practice charge against Respondent alleging that they violated Section 8(a)(5) and (1) of the Act by transferring Irwin's route. (GC Exh. 1(i).)

General Counsel demonstrated that the transfer constituted a material and substantial change. Following the transfer of his Somerton route, Respondent began assigning Irwin other shorter routes, most frequently the Rancho Cordova route. This resulted in him losing about $1500 in pay per pay period due to reduced hours and lost per diem payments. (Tr. 66, 174.) Further the transfer negatively impacted Irwin because it caused him to have to drive from home to work more days per week. (Tr. 66.) Thus, General Counsel established that Respondent implemented a material and substantial change without notice to or bargaining with the Union. *Ruprecht Co.,* 366 NLRB No. 179 fn. 1 (2018), citing *St. George Warehouse, Inc.*, 341 NLRB 904 (2004).

The next issue is whether Respondent met its burden to show that it was privileged to unilaterally implement the change. Respondent did not meet its burden because it did not establish that its pre-election decision was firm or reasonably certain as to its timing. *Starcraft Aerospace, Inc.*, supra; *Eugene Iovine, Inc.*, supra; and *Rose Fence, Inc.,* supra. Respondent demonstrated that as of June 19, 2024, it decided to swap the starting location of the routes and hire two drivers in Somerton to operate the routes because it was having trouble hiring drivers in Fernley. (Jt. Exh. 16 at 4, Tr. 174.) However, intervening circumstances prevented Respondent from implementing that decision. Respondent's Somerton manager was unable to hire any candidates to drive the routes. (Tr. 179, 183, Jt. Exh. 16 at 6.) Thus, Respondent's managers exercised their discretion and continued assigning the two Somerton routes to Fernley drivers rather than transferring them to Somerton. (Jt. Exh. 18–19.) When the Respondent's bargaining obligation attached on September 27, 2024, Respondent was still assigning the routes to Fernley's drivers. It was not until October 28, 2024, when Respondent transferred the first Somerton route. Respondent did not establish that anything prevented it from just returning the routes to Fernley when Respondent's Somerton manager could not find drivers for the routes and Respondent had drivers in Fernley who were willing to drive the routes. Further, to the extent Anderson testified that she could not just rely on Irwin to drive the route or that Respondent could not have reversed its decision to transfer the routes when its Somerton manager could not hire drivers, I have discredited her testimony. It was not until March 31, 2025, which was 9-1/2 months after the original decision, that Respondent finally transferred the second Somerton route. (Jt. Exh. 19 at 12–13, Tr. 66.) Where it took Respondent 9-1/2 months from June 19, 2024, to March 31, 2025, to implement its precertification decision Respondent did not demonstrate that it made a firm decision with any certainty as to its timing.[8] Thus, Respondent had an obligation to bargain with the Union before transferring the second Somerton route. *Eugene Iovine*, *Inc.,* supra; See also *Rose Fence, Inc.,* supra.

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[8] On February 3, 2025, Respondent swapped the starting location of the Washougal/Tacoma route to Tacoma and transferred the route from Fernley to a driver at its facility in Tacoma, Washington. (Tr. 36, 174–175.) This allegation is not pled in the complaint. However, I have discussed because it shows that Respondent had a great deal of discretion regarding which of its facilities employed its drivers.

Alternatively, assuming Respondent had the right to unilaterally transfer the second Somerton route on March 31, 2025, there is an issue of whether Respondent violated the Act by failing to give the Union notice of the transfer and bargain over the effects of its decision. *Fresno Bee,* supra. In order to avoid an effects bargaining obligation Respondent must bear the burden of showing not only that the change resulted directly from the preelection decision, but also that there was no possibility of an alternative change in terms of employment that would have warranted bargaining. Id. at 1214–1215 citing *Holly Farms Corp. v. NLRB*, 48 F.3d 1360, 1368 (4th Cir. 1995), affd. 517 U.S. 392 (1996). Here Irwin lost $1500 per paycheck when Respondent transferred the Somerton route where he was on the road for 4 to 5 nights per week and replaced it with the Rancho Cordova route which takes just one day to run. The facts of this case demonstrate that Respondent had significant discretion regarding transferring and swapping routes between Fernley and its other facilities and/or to third parties. (Tr. 174–175.) Thus, had Respondent given the Union notice of the change they could have negotiated over alternative routes Respondent could have assigned to Irwin which could have avoided or reduced the impact of the transfer. For example, they could have negotiated over transferring the 3-day Washougal/Tacoma route back to Fernley. That 3-day route would have entitled the driver to per diem payments and allowed the driver to drive from his home to the Fernley facility fewer days per week. Thus, Respondent violated the Act by failing to give the Union notice and bargain with them over the effects of the transfer of the Somerton route. *Bridon Cordage*, supra.

General Counsel established that on March 31, 2025, Respondent violated Section 8(a)(5) and (1) of the Act by transferring a route from Fernley to Somerton without providing the Union notice or an opportunity to bargain about that decision and the effects of that decision as alleged in paragraphs 10(a) and 10(e) of the complaint.

C. Transfer of Quinn and Balmediano into Non-unit Positions and Elimination of Their Driving Routes

1. Legal principles

The Board has long held the elimination of unit jobs, is a mandatory subject of bargaining within the meaning of Section 8(a)(5) of the Act. *IFG–Stockton Mgmt., L.P.*, 357 NLRB 1398, 1399 (2011), citing *Finch, Pruyn & Co.*, 349 NLRB 270, 277 (2007), enfd. mem. 296 Fed. Appx. 83 (D.C. Cir. 2008) (unilateral elimination of unit jobs violates Sec. 8(a)(5).) See also *Plymouth Locomotive Works, Inc.*, 261 NLRB 595, 602 (1982).

2. Analysis

Respondent hired Steven Quinn on May 13, 2024, as an environmental driver specialist CDLA and he remained in this job until August 11, 2025, when Respondent transferred him into a newly created plant yard driver position. During the entire time Respondent employed Quinn as an environmental driver specialists CDLA, Respondent assigned him to drive customer facing routes and perform hostler driving. (Tr. 110, 155–156, 158, 168–170, 183–184, Jt. Exhs. 18, 19.) The first driving function required a class A CDL, while the second one did not. When Respondent submitted the voter eligibility list on September 6, 2024, which included Quinn's name, it conceded that Quinn's job functions placed him within the bargaining unit which included "All full-time and regular part-time Environmental Driver Specialists CDLA." On August 11, 2025, Respondent stopped assigning Quinn any customer facing driving routes and transferred him into a new position it calls a plant yard driver where he performed hostler driving and worked in the plant sorting waste. (Jt. 21, Tr. 158–159, 170–171.) Respondent has taken the position that this newly created job position is not a bargaining unit position because hostler driving does not fit within the unit job description. (Jt. Exh. 15 at 3, R. Br. at 18.)

Respondent admits it did not provide the Union notice or bargain with them prior to transferring Quinn into the new position and eliminating his customer facing driving. Respondent's brief cites no caselaw to support its argument that it acted lawfully by transferring Quinn to a non-unit position, eliminating his customer facing driving and changing his work assignments. (R. Br. at 13–14.) Respondent contends that the transfer was not a material change because it asserts that Respondent only assigned Quinn to drive customer facing routes "from time-to-time when the Company was shorthanded" and that after the transfer it continued assigning Quinn to perform the hostler duties. (R. Br. at 13.) Respondent's argument lacks merit. If one accepts Respondent's claim, that prior to the August 11, 2025 transfer, Quinn's job was comprised of almost entirely hostler driving, then Respondent has conceded the hostler job is a bargaining unit position because it included Quinn's name on the voter eligibility list. Since Quinn continued to perform hostler driving after the August 11, 2025 transfer, he should have remained a member of the bargaining unit because he was performing unit work. However, contrary to Respondent's claim, the drivers' weekly work schedules demonstrate that prior to August 11, 2025, Respondent regularly assigned Quinn to drive customer facing routes, in fact there were numerous weeks that Respondent assigned Quinn one or two such routes every day of the week. (Jt. Exhs. 18–19.) Thus, the elimination of that work was a material and substantial change. Further, General Counsel presented additional evidence demonstrating that the transfer was a material and substantial change. While Quinn did not testify at the hearing, Armel Balmediano testified that after Respondent eliminated his driving route and transferred him into Quinn's old position the transfer caused him to lose $300 to $400 per pay period because Respondent cut his hours as a result of the transfer. (Tr. 90.) Finally, General Counsel demonstrated materiality because Respondent treated the newly created position as a non-unit position and therefore the change reduced the unit from three employees to two employees. The Board has ruled that the elimination of bargaining unit positions constitutes a material and substantial change. *Ruprecht Co.,* 366 NLRB No. 179 (2018); See also *St. George Warehouse, Inc.,* 341 NLRB 904, 924 (2004). Thus, General Counsel demonstrated Respondent violated the Act by unilaterally eliminating Quinn's customer facing driving assignments, changing his job assignments and transferring him into a newly created position it treated as a non-unit position.

After Quinn resigned, Respondent transferred Armel Balmediano from his Rancho Cordova driving route into Quinn's job and transferred his route to a driver at its Somerton facility. The parties agree that Respondent did not provide the Union notice or an opportunity to bargain regarding these changes or the effects of the changes. (Tr. 120–124, 129, 151, 158-159, 161.) Respondent contends the transfer was lawful because Balmediano voluntarily accepted it. (R. Br. at 16.) However, that issue is irrelevant to the merits of the allegation. *Medo Photo Corp v. NLRB* 321 U.S. 678, 684 (1944). General Counsel established that the transfer was material and substantial because it resulted in Respondent cutting his hours and him losing $300 to $400 in wages every pay period. Further General Counsel established Respondent's transfer and elimination of Balmediano's Rancho Cordova route was material and substantial because Respondent treated the plant yard driver job as a non-unit position and therefore his transfer reduced the unit from two employees to one employee. *Ruprecht Co.,* supra; and *St. George Warehouse, Inc.,* supra.

General Counsel established that on August 11, and October 6, 2025, Respondent violated Section 8(a)(5) and (1) of the Act by eliminating Quinn and Balmediano's driving routes and transferring them into newly created plant yard driver positions without providing the Union notice or bargaining with them over those decisions or the effects of those decisions as alleged in paragraphs 10(b), 10(c), and 10(e) of the complaint.

D. Withdrawal of Recognition

Respondent contends after Balmediano transferred into the plant yard driver position, Benjamin Irwin was the only employee left in the unit and thus it was free to withdraw recognition based on the one-man unit rule. (Jt. Exh. 13 at 3, R. Br. at 17.) The Board has uniformly held a one-man unit is inappropriate for collective-bargaining purposes under the Act. *Westinghouse Electric Corporation,* 179 NLRB 289 (1969); *Crispo Cake Cone Co., Inc.*, 201 NLRB 309 (1973). However, Respondent's contention lacks merit for two reasons. First, Respondent agreed when it signed the stipulated election agreement that the hostler driving work was bargaining unit work because Respondent assigned Steven Quinn that work and it included Quinn's name on the voter eligibility list. When Respondent created the plant yard driver position it transferred Quinn and then Balmediano into that position and assigned them to perform hostler driving work. Respondent having agreed that the work was bargaining unit work it cannot now unilaterally declare that the work is no longer bargaining unit work. To date, Armel Balmediano still works for Respondent and performs the hostler driving work. Respondent having withdrawn recognition bears the burden of proving that the unit is a stable one-man unit. *Galicks, Inc.*, 354 NLRB 295, 301 (2009), citing *McDaniel Electric*, 313 NLRB 126, 127 (1993). Where Respondent still employs Balmediano to perform hostler driving Respondent has not met its burden. Second, even if one accepts Respondent's contention that the unit only consists of one employee, Respondent reduced the unit to one man through a series of unlawful actions. "[I]t would make a nullity of the processes of the Act if an employer could absolve himself of responsibility for having refused to bargain merely by eliminating the unit entirely or by reducing it to one employee through his own unlawful acts." *Petrolane Gas Service, Inc.,* 138 NLRB 1004, 1014 (1962). See also *Galicks, Inc.,* supra at 299 (2009) (An employer cannot violate the Act and then profit from its unlawful conduct by withdrawing recognition from the Union, claiming a no-man unit.) See also *Global Automotive Enterprises*, 172 NLRB 627 fn. 1 (1968). As set forth above, Respondent unlawfully reduced the unit to one employee by unilaterally eliminating Quinn and Balmediano's driving routes and transferring them from unit to non-unit positions. Thus, but for Respondent's unlawful conduct, the unit would still consist of three employees.

General Counsel established that since November 19, 2025, Respondent violated Section 8(a)(5) and (1) of the Act by withdrawing recognition from the Union as alleged in paragraph 11 of the complaint.

E. Information Request

An employer's obligation to bargain in good faith under Section 8(a)(5) and (1) of the Act includes the obligation to furnish the employees' bargaining representative, upon request, with relevant information that the union needs to perform its statutory duty as the employees' bargaining representative. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435–436 (1967). The employer's duty to provide relevant information exists because without the information, the union is unable to perform its statutory duties as the employees' bargaining agent. Following an appropriate request, and limited only by considerations of relevancy, the obligation arises from the operation of the Act itself. *Ellsworth Sheet Metal*, 224 NLRB 1506 (1976). As such, "[t]he refusal of an employer to provide a bargaining agent with information relevant to the Union's task of representing its constituency is a per se violation of the Act' without regard to the employer's subjective good or bad faith." *Piggly Wiggly Midwest, LLC*, 357 NLRB 2344, 2355 (2012) (citing *Brooklyn Union Gas Co.*, 220 NLRB 189, 191 (1975); *Procter & Gamble Mfg. Co.*, 237 NLRB 747, 751 (1978), enfd. 603 F.2d 1310 (8th Cir. 1979)). In determining whether information is relevant the Board uses a "liberal discovery-type standard." *Acme Industrial Co.*, supra, 385 U.S. at 437 & fn. 6. Information requests regarding unit employees' wages, hours, and terms and conditions of employment are presumptively relevant and must be provided. *Whitesell Corp.*, 352 NLRB 1196, 1197 (2008), adopted by a three–member Board, 355 NLRB 635 (2010), enfd. 638 F.3d 883 (8th Cir. 2011).

The information the Union requested from Respondent on November 19, 2025, is relevant to whether Respondent had lawfully withdrawn recognition from the Union based on the one-man rule, whether or when Respondent had unilaterally eliminated or transferred unit work, or whether it had changed unit employees' terms and conditions of employment or job functions. (Jt. Exh. 15

at 2–3.) The Union was "entitled to . . . information . . . to judge for [itself] whether to press [its] claim …before the Board or Courts." *S. California Gas Co.* 344 NLRB 231, 235 (2005) quoting *Maben Energy Corp.*, 295 NLRB 149 (1989). While it was not required to do so, the Union explained the relevance of its request to Respondent. Respondent does not dispute the relevance of the requests or that it refused to provide the information. Respondent contends that as of the date of the Union's request it was not under a legal obligation to provide the Union with the information because the Union was no longer the unit's lawful bargaining representative. (R. Br. at 19.) Respondent violated the Act by failing to supply the Union with the requested information because the Union remains to date the unit's collective-bargaining representative.

General Counsel established that since November 19, 2025, Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to provide the Union with the information it requested on that date, as alleged in paragraph 12 of the complaint.

F. Respondent's Affirmative Defenses

In its answer Respondent raised twelve affirmative defenses. During the hearing and in its brief, it neglected to present any evidence or arguments regarding those defenses. Thus, Respondent failed to meet its burden to establish those affirmative defenses. *Starbucks Corp.,* 373 NLRB No. 48 slip op. at 9 fn. 6 (2024). Respondent raised four challenges to these proceedings under the U.S. Constitution, contending that: 1) the proceedings violate Respondent's First Amendment right to petition "because, among other reasons, it seeks to adjudicate claims that are legal in nature outside of the confines of an Article III court." 2) the proceedings violate Respondent's Seventh Amendment right to a jury trial; 3) that the removal protections that Congress granted to the Board and administrative law judges are unconstitutional; 4) the proceedings violate Respondent's due process rights and transgress separation of powers because the NLRB exercises prosecutorial, legislative, and adjudicatory authority within the same proceeding. The Board rejected similar constitutional challenges in *Commonwealth Flats Development Corp. d/b/a Seaport Hotel Boston*, 373 NLRB No. 142, slip op. at 1 fn. 1 (2024), and I am bound by that authority. Further, since ruling on Respondent's constitutional challenges could entail halting (at least in part) the operation of the agency, and such a step would be in tension with my duty to faithfully administer the Act, I deny Respondent's constitutional challenges with the understanding that federal courts will likely address the issues at some point in the future. See *National Association of Broadcast Employees & Technicians—Broadcasting & Cable Television Workers Sector of the CWA, AFL–CIO, Local 51 (NABET)*, 370 NLRB No. 114, slip op. at 1–2 (2021) (setting forth similar reasoning in declining to rule on a challenge to the constitutionality of the President's removal of the General Counsel and the appointment of an Acting General Counsel).

CONCLUSIONS OF LAW

1. Respondent is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

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

> All full-time and regular part-time Environmental Driver Specialists CDLA and Environmental Driver Specialists CDLB employed by the Employer at or from its facility located at 2095 Newland Dr., Fernley, NV 89408; Excluding environmental technicians, managers, confidential employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

3. Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to bargain collectively and in good faith with the Union by, about March 25, 2025, failing and refusing to execute the collective-bargaining agreement which Respondent and the Union agreed to on February 24, 2025.

4. Respondent violated Section 8(a)(5) and (1) of the Act by, on or about March 31, 2025, failing to give the Union prior notice and failing and refusing to bargain in good faith with the Union regarding its decision to transfer a Somerton driving route from unit employees in Fernley, Nevada to its employees in Somerton, Arizona.

5. Respondent violated Section 8(a)(5) and (1) of the Act by, on or about March 31, 2025, failing to give the Union prior notice and failing and refusing to bargain in good faith with the Union regarding the effects of its decision to transfer a Somerton driving route from unit employees in Fernley, Nevada to its employees in Somerton, Arizona.

6. Respondent violated Section 8(a)(5) and (1) of the Act by, on or about August 11, 2025, failing to give the Union prior notice and failing and refusing to bargain in good faith with the Union regarding its decision to transfer unit employee Steven Quinn from his position as an environmental driver specialist CDLA to a plant yard driver position, eliminating his driving routes and treating that newly created position as a non-unit position.

7. Respondent violated Section 8(a)(5) and (1) of the Act by, on or about October 6, 2025, failing to give the Union prior notice and failing and refusing to bargain in good faith with the Union regarding its decision to transfer unit employee Armel Balmediano from his position as an environmental driver specialist CDLA to a plant yard driver position, eliminating his driving route and treating that newly created position as a non-unit position.

8. Respondent violated Section 8(a)(5) and (1) of the Act by, on or about August 11, 2025, and October 6, 2025, failing to give the Union prior notice and failing and refusing to bargain in good faith with the Union regarding the effects of its decisions to transfer unit employees Steven Quinn and Armel Balmediano from their positions as environmental

driver specialists CDLA to plant yard drivers, eliminating their driving routes, and treating the newly created positions as non-unit positions.

9. Respondent violated Section 8(a)(5) and (1) of the Act by, on or about November 19, 2025, withdrawing recognition from the Union as the exclusive collective-bargaining representative of the unit.

10. Respondent violated Section 8(a)(5) and (1) of the Act by, on or about November 19, 2025, failing and refusing to provide the Union with information necessary and relevant to its role as the collective-bargaining representative of the unit.

11. 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 actions designed to effectuate the policies of the Act. Having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing, since March 25, 2025, to execute the collective-bargaining agreement reached on February 24, 2025, Respondent shall execute and implement the agreement and give retroactive effect to its terms. The Respondent, having unlawfully transferred and eliminated bargaining unit work and transferred unit employees into non-unit positions Respondent shall upon the request of the Union rescind the change(s) that were unilaterally implemented on about March 31, 2025, August 11, 2025, and October 6, 2025, and make all affected employees whole for any loss of earnings and other benefits suffered as a result of the unilateral changes. The make-whole remedy for these violations shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 82 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with *Thryv, Inc.*, 372 NLRB No. 22 (2022), vacated in part on other grounds 102 F.4th 727 (5th Cir. 2024), the Respondent shall also compensate the affected employees for any other direct or foreseeable pecuniary harms incurred as a result of its unlawful conduct. Compensation for these harms shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above.[3]

In addition, Respondent shall compensate the affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 32, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar year(s) for each employee. *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). Further, Respondent shall file with the Regional Director for Region 32 a copy of each backpay recipient's corresponding W–2 forms reflecting the backpay awards. *Cascades Containerboard Packaging–Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[9]

ORDER

Respondent, Clean Earth Inc., Fernley, Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with Teamsters Local 533 (the Union) as the exclusive collective-bargaining representative of all full-time and regular part-time Environmental Driver Specialists CDLA and Environmental Driver Specialists CDLB employed by the Employer at or from its facility located at 2095 Newland Dr., Fernley, NV 89408. Excluding environmental technicians, managers, confidential employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

(b) Failing and refusing to execute and implement the collective-bargaining agreement they reached with the Union on February 24, 2025, and which the Union requested that Respondent execute on March 25, 2025.

(c) Transferring bargaining unit work to its other facilities or third parties without first providing the Union notice and an opportunity to bargain about such changes and refusing to provide the Union notice and an opportunity to bargain with respect to the effects of such changes on bargaining unit employees.

(d) Eliminating or transferring bargaining unit work or transferring bargaining unit employees into non-unit positions without first providing the Union notice and an opportunity to bargain about such changes and refusing to provide the Union notice and an opportunity to bargain with respect to the effects of such changes on unit employees.

(e) Withdrawing recognition from the Union and failing and refusing to bargain with them as the exclusive collective-bargaining representative of unit employees.

(f) Refusing to bargain collectively with the Union by failing and refusing to provide it with 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.

(g) 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.

[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.

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of unit employees.

(b) Execute the collective-bargaining agreement Respondent reached with the Union on February 24, 2025, and give it retroactive effect to March 25, 2025.

(c) Make whole unit employees for the loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, they have suffered as a result of Respondent's failure to execute and implement the terms of the collective-bargaining agreement on March 25, 2025.

(d) At the Union's request, transfer the Somerton route back to unit employees at the Fernley facility that it transferred to its Somerton facility on about March 31, 2025, and at the Union's request, bargain with the Union regarding the effects of this decision.

(e) At the Union's request, restore the unit positions, driving routes and job functions that it eliminated or transferred on about August 11, 2025, and October 6, 2025, and at the Union's request, bargain with the Union regarding the effects of these decisions.

(f) Make whole Benjamin Irwin, Steven Quinn and Armel Balmediano and any other unit employees impacted by its March 31, 2025, transfer of the Somerton route, and its August 11, 2025, and October 6, 2025, elimination of driving routes and bargaining unit work and transfer of unit employees into non-unit positions.

(g) Compensate unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 32, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

(h) Furnish the Union the information it requested on about November 19, 2025.

(i) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amounts due under the terms of this Order.

(j) Within 14 days after service by the Region, post at its Fernley, Nevada facility copies of the attached notice marked "Appendix."[10] Copies of the notice, on

[10] 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."

forms provided by the Regional Director for Region 32, 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 March 25, 2025.

(k) Within 21 days after service by the Region, file with the Regional Director for Region 32 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. August 27, 2026

Christal J. Key
U.S. Administrative Law Judge

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 withdraw recognition from or fail or refuse to recognize and bargain with Teamsters Local 533 as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All full-time and regular part-time Environmental Driver Specialists CDLA and Environmental Driver Specialists CDLB employed by the Employer at or from its facility located at 2095 Newland Dr., Fernley, NV 89408; Excluding environmental technicians, managers, confidential employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

WE WILL NOT refuse to execute the collective-bargaining agreement we reached with the Union on February 24, 2025.

WE WILL NOT transfer driving routes or any other work performed by bargaining unit employees to non-unit employees or third parties without first notifying the Union and giving it an opportunity to bargain over the decision and its effects.

WE WILL NOT eliminate or change bargaining unit work or transfer unit employees into non-unit positions without first notifying the Union and giving it an opportunity to bargain over those decisions and the effects of those decisions.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with 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 execute the collective-bargaining agreement we reached with the Union on February 24, 2025, and WE WILL give the agreement retroactive effect to March 25, 2025.

WE WILL upon request by the Union, transfer back to the Fernley, Nevada, bargaining unit the Somerton route we transferred to non-unit employees on about March 31, 2025, and WE WILL, upon request, bargain collectively and in good faith with the Union about the effects of this decision.

WE WILL upon request by the Union, restore the bargaining unit positions, driving routes and unit work we eliminated which were previously performed by Steven Quinn and Armel Balmediano and WE WILL, upon request, bargain collectively and in good faith with the Union about the effects of these decisions.

WE WILL make whole unit employees for the loss of any earnings and other benefits they have suffered as a result of our March 25, 2025, failure to execute the collective-bargaining agreement we reached with the Union on February 24, 2025, plus interest, and WE WILL also make them whole for any other direct or foreseeable pecuniary harms suffered as a result of our unlawful conduct, plus interest.

WE WILL make whole Benjamin Irwin, and any other unit employees for the loss of any earnings and other benefits they have suffered as a result of our transfer of the Somerton route on about March 31, 2025.

WE WILL make whole Steven Quinn and Armel Balmediano and any other unit employees for the loss of any earnings and other benefits they have suffered as a result of our elimination of unit work and bargaining unit positions and the transfer of unit employees into non-unit positions on about August 11, 2025, and October 6, 2025.

WE WILL compensate unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 32, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

WE WILL file with the Regional Director for Region 32, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W–2 forms reflecting the backpay awards.

WE WILL provide the Union with the information they requested on November 19, 2025.

Clean Earth Inc.
(Respondent)

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.nlrb.gov.

Oakland Federal Bldg., 1301 Clay Street, Room 1510–N, Oakland, CA 94612–5224
(510) 637–3300, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/ 32-CA-363439 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, (510) 671–3034.