Nexstar Media Corporation d/b/a Newsnation *and* International Brotherhood of Electrical Workers, Local 1200 a/w International Brotherhood of Electrical Workers, AFL–CIO. Case 05–CA–367812

September 17, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

This is a refusal-to-bargain case in which Nexstar Media Corporation d/b/a NewsNation (the Respondent) is contesting the certification of International Brotherhood of Electrical Workers, Local 1200 a/w International Brotherhood of Electrical Workers, AFL–CIO, which the General Counsel refers to as Local 1200 Electrical Workers, IBEW, AFL–CIO (the Union) as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on June 18, 2025, by the Union, the General Counsel issued a complaint on June 29, 2026,[1] 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 05–RC–358137. (Official notice is taken of the record in the representation proceeding as defined in the Board's Rules and Regulations, Sections 102.68 and 102.69(d). *Frontier Hotel*, 265 NLRB 343 (1982).) The Respondent filed an answer admitting in part and denying in part the allegations in the complaint and asserting affirmative defenses.

The General Counsel filed a Motion for Summary Judgment on July 24. On July 29, 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 August 14, the Respondent filed a response to the Notice to Show Cause. On August 19, the General Counsel filed a reply to the Respondent's response to the Notice to Show Cause.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

The Respondent admits that it has refused to bargain but asserts that it has no duty to bargain and contests the validity of the Union's certification of representative based on its objections to the election in the underlying representation proceeding.[2]

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[1] Unless otherwise specified, all dates are 2026.

[2] In its answer, the Respondent denies par. 5(b) of the complaint, in part, asserting that the Board improperly certified the Union. It also denies par. 5(d) of the complaint, which states that at all times since April 23, 2025, based on Sec. 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit. The Respondent also denies pars. 6(e) and 6(f) of the complaint, which state that the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit. The Respondent further denies pars. 7 and 8 of the complaint, which state that the Respondent has violated Sec. 8(a)(5) and (1) of the Act by its failure and refusal to bargain with the Union and that its unfair labor practices affect commerce within the meaning of Sec. 2(6) and 2(7) of the Act. The Respondent asserts as affirmative defenses and in its response to the Notice to Show Cause that it has refused to bargain with the Union in order to test the certification issued in the representation proceeding because its objections were improperly overruled; that the Board's decision in *Amazon.com Services LLC*, 373 NLRB No. 136 (2024), prevented the Respondent from holding captive audience meetings in violation of Sec. 8(c) and the First Amendment; and that the Regional Director erred in overruling the Respondent's objections without holding a hearing, thereby depriving the Respondent of due process. These representation issues were fully litigated in the representation case. Accordingly, we conclude that the Respondent's denials of the allegations in pars. 5(b) and (d), 6(e), and (f), 7, and 8 of the complaint, its affirmative defenses 5 and 6, and its response to the Notice to Show Cause 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, notwithstanding the Respondent's denials and assertions, that the Respondent has failed and refused to recognize and bargain with the Union. See *Biewer Wisconsin Sawmill, Inc.*, 306 NLRB 732, 732 (1992).

We find no merit to the constitutional claims raised in the Respondent's answer and in its response to the Notice to Show Cause. The Respondent asserts that a hearing in this matter would violate its right to a jury trial under the Seventh Amendment to the Constitution. This argument is 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 that Board members and administrative law judges' insulation from presidential removal violates Article II of the Constitution, there is no evidence that the Respondent suffered any harm from the Act's 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 because K & R has not asserted any harm resulting from the allegedly unconstitutional statutes.").

Finally, the Respondent asserts as an affirmative defense that the Regional Director failed to conduct a complete investigation into allegations of supervisor taint. The Respondent has not, however, offered any explanation or evidence to support this bare assertion. Thus, we find that this affirmative defense is insufficient to warrant denial of the General Counsel's Motion for Summary Judgment. See, e.g., *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

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.[3]

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business at 400 North Capitol Street NW, Suite 650, Washington, D.C., and has been operating television stations that advertise goods sold nationally and subscribe to national wire services.

In conducting its operations during the 12-month period ending May 31, 2026, the Respondent derived gross revenues in excess of $100,000 and purchased and received at its Washington, D.C. facility goods valued in excess of $5000 directly from points located outside Washington, D.C.

During the 12-month period ending May 31, 2026, the Respondent has conducted its business operations described above in Washington, D.C., and the Board asserts plenary jurisdiction over enterprises in Washington, D.C.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of section 2(5) of the act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. The Certification

Following an election conducted by secret ballot on February 13, 2025, the Regional Director issued a Decision on Objections and Certification of Representative in Case 05–RC–358137 on April 23, 2025, certifying the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

> All full-time and regular part-time Audio Operators, A2/Floor, Freelance Technicians, Lighting Directors, Lighting Technicians, Photographers, Photojournalists, Studio Technicians, Videographers, Video Editors, and Engineers employed by Nexstar Media Corporation d/b/a NewsNation at its facility currently located at 400 North Capitol Street NW, Suite 650, Washington, DC 20001, but excluding all other employees, including other editors, office clerical employees, confidential employees, managerial employees, professional employees, guards, and supervisors as defined by the Act.

On May 27, the Board denied the Respondent's request for review of the Regional Director's Decision on Objections 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 April 24, 2025, by email, and on July 1, 2025, by text message, the Union requested that the Respondent bargain with the Union as the exclusive collective-bargaining representative of the unit. Since about April 25, 2025, 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.[4]

CONCLUSION OF LAW

By failing and refusing since about April 25, 2025, 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

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).

[3] The Respondent's request that the complaint be dismissed is therefore denied.

[4] In its answer, the Respondent admits that, at all material times, Chuck Pautsch has held the position of the Respondent's vice president of labor relations and has been a supervisor of Respondent within the meaning of Sec. 2(11) of the Act and an agent of Respondent within the meaning of Sec. 2(13) of the Act. The Respondent denies, however, that an unnamed agent held the position of the Respondent's counsel and has been an agent of Respondent within the meaning of Sec. 2(13) of the Act. The Respondent's denial does not preclude summary judgment or raise material issues of fact warranting a hearing because the Respondent admits, in pars. 6(b) and 6(d) of its answer, that it has refused to bargain with the Union. *C & C Roofing Supply, Inc.,* 349 NLRB 667, 669 fn. 12 (2007).

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).[5]

ORDER

The National Labor Relations Board orders that the Respondent Nexstar Media Corporation d/b/a NewsNation, Washington, D.C., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with International Brotherhood of Electrical Workers, Local 1200 a/w International Brotherhood of Electrical Workers, 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 Audio Operators, A2/Floor, Freelance Technicians, Lighting Directors, Lighting Technicians, Photographers, Photojournalists, Studio Technicians, Videographers, Video Editors, and Engineers employed by Nexstar Media Corporation d/b/a NewsNation at its facility currently located at 400 North Capitol Street NW, Suite 650, Washington, DC 20001, but excluding all other employees, including other editors, office clerical employees, confidential employees, managerial employees, professional employees, guards, and supervisors as defined by the Act.

(b) Within 14 days after service by the Region, post at its location in Washington, DC copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 5, 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 April 25, 2025.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 5 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. September 17, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

[5] For the reasons stated in his dissent in *Longmont United Hospital*, 374 NLRB No. 52 (2026), in order to effectuate Sec. 10(c) of the Act, Member Prouty believes that additional remedies are required to remedy the harm caused by an employer's unlawful refusal to bargain with its employees' chosen union in a test of certification case. To address the damage created by the unlawful delay in initiating bargaining, Member Prouty would also order the Respondent to make the union and affected employees whole for any provable, reasonably quantifiable economic harm resulting from the unlawful refusal to bargain; provide the union on-site access to the bargaining unit; adhere to a bargaining schedule; post a notice of employee rights for a period of 1 year; and read and distribute a remedial notice to employees. See *Longmont*, supra, slip op. at 2–5; see also *CP Anchorage Hotel 2 d/b/a Hilton Anchorage*, 371 NLRB No. 151 (2022) (Member Prouty, concurring) (setting forth his view that notice reading and distribution should be standard for all unfair labor practices found by the Board), enfd. 98 F.4th 314 (D.C. Cir. 2024). Member Prouty believes that these remedies are necessary where, as here, employees have been deprived of the benefit of their chosen representative because of the Respondent's unlawful refusal to bargain.

[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."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to recognize and bargain with International Brotherhood of Electrical Workers, Local 1200 a/w International Brotherhood of Electrical Workers, AFL–CIO (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT 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 Audio Operators, A2/Floor, Freelance Technicians, Lighting Directors, Lighting Technicians, Photographers, Photojournalists, Studio Technicians, Videographers, Video Editors, and Engineers employed by Nexstar Media Corporation d/b/a NewsNation at its facility currently located at 400 North Capitol Street NW, Suite 650, Washington, DC 20001, but excluding all other employees, including other editors, office clerical employees, confidential employees, managerial employees, professional employees, guards, and supervisors as defined by the Act.

NEXSTAR MEDIA CORPORATION D/B/A NEWSNATION

The Board's decision can be found at www.nlrb.gov/case/ 05-CA-367812 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.