

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 06**

GRECO STEEL PRODUCTS, INC.

Employer

and

**INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS**

Petitioner

**Cases 06-RC-350334
06-RM-350348**

**SUPPLEMENTAL DECISION ON REMAND FROM THE BOARD AND
CERTIFICATION OF REPRESENTATIVE**

Pursuant to a Decision On Review and Order Remanding from the Board, I was directed, based on the existing record, to address the issue of whether Rich Danko (“Danko”), Business Manager for Local 3, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (“Local 3”), was acting as an agent of the Petitioner, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, (“Petitioner” or “International Union”) at the time he made a promise of a reinstatement fee waiver to employee William Green (“Green”). The Board determined that if Danko was acting as an agent then the election should be set aside. But, if Danko was not acting as an agent at the time the promise was made “then his promise would not be attributable to the Petitioner and would not be a basis for setting aside the election.”

The record evidence establishes that the promise of a reinstatement fee waiver attributable to Danko was made during a telephone conversation he had with employee Green sometime around early-to-mid-August, 2024¹. In this regard, Green, who was found by the hearing officer to be a credible witness, provided un rebutted testimony that he called Danko about how to get his union book reinstated. Green had been a member of Local 3 at a prior employer and his membership was suspended. Green further testified on direct examination that the reason he called Danko about getting his book back was because “that’s the guy that they told me I needed to talk to get my book back.” Neither counsel for the Petitioner nor counsel for the Employer asked Green follow up questions about who he was referring to when he testified that “they” told him to call Danko. There is no record testimony from Green that Danko stated that he was speaking on behalf of the International Union when he made the promise to Green of a reinstatement fee waiver. After this telephone conversation, the record discloses that the Petitioner conducted meetings with the Employer’s employees using Local 3’s facility, including a meeting on August 22.

¹ All dates are in 2024 unless specified otherwise.

International Union district representative Don Heverly gave un rebutted testimony that the reason the Petitioner used Local 3's facility for their organizing campaign meetings was because it is proximate to the Employer's facility. Heverly testified that Local 3's representatives, including Danko, were present at the August 22 meeting for about 15 to 20 minutes and then left. Heverly testified at the time of the August 22 meeting the Petitioner had not made a decision as to which local union, if any, would represent the Employer's employees. As found by the hearing officer, there is no evidence that Danko or any representatives of the Petitioner promised Green or any other employees a reinstatement fee waiver at the August 22 meeting.

It is well established that international unions are not liable for the conduct of their local unions based solely on their relationship between them. See *Carbon Fuel Co. v. Mine Workers*, 444 U.S. 212, 216-218 (1979). The burden of establishing agency status is on the party asserting such a relationship exists. *Millard Processing Services*, 304 NLRB 770, 771 (1991), citing *Sunset Line & Twine Co.*, 79 NLRB 1487, 1508 (1948). In determining agency status, the Board applies the common law rules of agency.

In this case, the Employer has the burden of establishing that Danko was acting as an agent of the Petitioner when he made the promise of a fee waiver to Green. First, I find that the Employer did not establish Danko was acting as an agent with actual authority as there is no record evidence that the Petitioner directed Danko to make the promise of a fee waiver to Green or that Danko was otherwise authorized by the Petitioner to make this promise. In this regard, the record is not clear as to who instructed Green to call Danko about getting his book back and Employer's counsel certainly had the opportunity at the hearing to ask Green who told him to call Danko but did not do so. However, even if there was testimony that the Petitioner told Green to call Danko about getting his book back, that does not establish that the Petitioner told Danko to promise Green a reinstatement fee waiver if the Petitioner was successful at a Board election.

Second, based on the record evidence, I find that the Employer has not met its burden to establish that Danko was an agent of the Petitioner because he had apparent authority. To determine whether Danko had apparent authority on behalf of the Petitioner when he made the promise, the following analysis is applied:

"Apparent authority is created through a manifestation by the principal to a third party that supplies a reasonable basis for the latter to believe that the principal has authorized the alleged agent to do the acts in question. *NLRB v. Donkin's Inn*, 532 F.2d 138, 141 (9th Cir. 1976); *Alliance Rubber Co.*, 286 NLRB 645, 646 fn. 4 (1987). Thus, either the principal must intend to cause the third person to believe that the agent is authorized to act for him, or the principal should realize that this conduct is likely to create such a belief. Restatement 2d, Agency 27 (1958 Comment). Two conditions, therefore, must be satisfied before apparent authority is deemed created: (1) there must be some manifestation by the principal to a third party, and (2) the third party must believe that the extent of the authority granted to the agent encompasses the contemplated activity." See *Millard Processing Services*, *supra*, at 771, citing *Dentech Corp.*, 294 NLRB 924, 925 (1989), in which the Board quoted from *Service Employees Local 87 (West Bay Maintenance)*, 291 NLRB 82, 82-83 (1988). Both conditions must be satisfied before

apparent authority is created. *Service Employees Local 87 (West Bay Maintenance)*, *supra*, at 83.

Applying this doctrine to the facts of this case, I find that there is insufficient evidence that the Petitioner's representatives made any statements to Green to indicate that Danko was speaking on behalf of the International Union when he made the promise of a fee waiver. Likewise, there is no credible evidence that Danko or any Local 3 officials made any similar promises to employees at the August 22 meeting or at any other time prior to the election in the presence of the Petitioner's representatives. As noted above, while Green's testimony is that "they" told him to call Danko, there is no record evidence on who "they" is. The Employer had the burden to establish agency status and failed to meet this burden. Thus, I will not infer from Green's vague testimony that Danko was acting as an agent of the International Union with either actual or apparent authority when he made the promise of a fee waiver during a single phone conversation.

I. CONCLUSION

Based on the above and having carefully reviewed the entire record, the Board's Decision on Review and Order Remanding, the hearing officer's report and recommendations, and the exceptions and arguments made by the parties, I overrule the objection, and I shall certify the Petitioner as the representative of the appropriate bargaining unit described below.

II. CERTIFICATION OF REPRESENTATIVE

IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for **International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers**, and that it is the exclusive representative of all the employees in the following bargaining unit:

All full-time and regular part-time field iron workers and laborers working out of the Employer's Springdale, Pennsylvania facility; excluding all office clerical employees, shop and fabrication employees, drivers, janitorial employees, maintenance employees, salaried employees, and guards, professional employees and supervisors as defined by the Act.

The parties agreed that the crane operators may vote in the election, but their ballots will be challenged since their eligibility has not been resolved. No decision has been made regarding whether the individuals in this classification or group are included in, or excluded from, the bargaining unit. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.

III. REQUEST FOR REVIEW

Pursuant to Section 102.69(c)(2) of the Board's Rules and Regulations, any party may file with the Board in Washington, DC, a request for review of this decision. The request for review must conform to the requirements of Sections 102.67(e) and (i)(1) of the Board's Rules and must

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be received by the Board in Washington by **Thursday, October 22, 2026**. If no request for review is filed, the decision is final and shall have the same effect as if issued by the Board.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlrb.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the Request for Review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Dated: October 07, 2026

/s/ Nancy Wilson

NANCY WILSON
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