

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

Houston, Texas

GFL PLANT SERVICES, L.P.

Employer

and

Case 16-RD-397185

PATRICK JOHNSON, An Individual

Petitioner

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 988**

Union

DECISION AND DIRECTION OF ELECTION

On October 15, 2026, Petitioner filed a decertification petition in the instant case seeking to decertify the International Brotherhood of Teamsters, Local 988 (Union) as the collective bargaining representative of employees employed by GFL Plant Services, L.P. (Employer) in the following bargaining unit:

Included: All full-time and regular part-time CDL Operators, Vacuum Truck Services; Driver Recovery Technician; Lead Drivers, Waste Management Services; On-Site Lead Technicians, Waste Management Services; and Recovery Technicians, Recycling and Waste Management Services employed by the Employer at its facility located at 10200 Old Galveston Road, Houston, Texas 77034.

Excluded: All other employees, including all office clerical employees, confidential employees, professional employees, managerial employees, guards, and supervisors as defined in the Act.

The Union contends that the petition should be dismissed because a contract bar exists inasmuch the Employer and the Union signed a collective bargaining agreement on April 13, 2026, wage increases were effective and implemented on April 1, 2026, and employees were aware of the collective bargaining agreement in effect at the time the petition was filed.

A hearing was held before a hearing officer of the National Labor Relations Board (Board) on October 26, 2026, during which time the parties were afforded the opportunity to present evidence and to state their respective positions on the record. The parties agreed to waive filing of briefs and presented oral arguments on the record at the conclusion of the hearing. Having considered the parties' positions, evidence, and the entire record, I find, for the reasons detailed below, that the Union has failed to meet its burden to establish that the parties' collective bargaining agreement serves as a contract bar to the decertification petition. Accordingly, I am directing a manual ballot election.

I. ISSUE AND BACKGROUND

The only issue presented in this case is whether a contract bar exists. The record establishes that following an election and the Union's certification as the exclusive bargaining representative of the Employer's employees in August 2025, the Employer and the Union engaged in collective bargaining and reached a tentative agreement on or about March 19, 2026. Upon receipt of the Employer's final compilation of the agreed-upon terms, on March 20, 2026, the Union notified bargaining unit employees via a text message blast of a ratification meeting to be held on March 22, 2026. According to the Union's Organizing Director, the Petitioner attended the meeting and at the meeting, employees were provided copies of the tentative agreement, the agreement was displayed on a monitor, and the Organizing Director reviewed each article with the employees in attendance at this meeting before the ratification vote. The ratification vote was successful. The record is undisputed that the agreement was approved by the bargaining unit on March 22, 2026.

The principal factual dispute concerns the date on which the collective bargaining agreement became effective. The face of the contract, on the cover page, includes this reference: "Upon Ratification Through March 31, 2031." The contract does not include an effective date within the four corners of the agreement, nor does the contract identify the ratification date. The contract includes a wage schedule providing for initial wage increases for employees effective April 1, 2026. The Union contends that April 1, 2026, is the effective date of the agreement, and the Petitioner and Petitioner's sole witness both testified that they understood April 1, 2026, to be the date on which the agreement was implemented. Both witnesses further acknowledged that wage increases contemplated by the agreement were, in fact, received pursuant to those contractual provisions.

The record establishes that the formal written collective bargaining agreement bears the signatures of the Employer and the Union and is dated April 13, 2026. According to the Union's Organizing Director, the parties had already reached agreement and completed ratification before execution of the final signature page. Additionally, the Union's Organizing Director asserts the agreement has remained in effect since the ratification date. The executed agreement includes a provision that it shall take effect upon ratification, but, as noted above, no specific date of ratification is included therein.

On May 17, 2026, the Union held a meeting with employees to explain the contractual health insurance benefits that were scheduled to become effective June 1, 2026. According to the Union's Organizing Director, the Union distributed copies of the finalized collective bargaining agreement in a green pamphlet format to employees attending this meeting and provided additional copies to the shop steward for distribution to employees who were not present. The Organizing Director identified the pamphlet as identical in substance to the collective bargaining agreement

admitted into evidence, including the cover page stating that it was effective “[u]pon ratification” and the signature page dated April 13, 2026. Although the Petitioner was present at the May 17 meeting, he did not recall receiving the green pamphlet agreement.

The Petitioner did not dispute that negotiations were completed, that the agreement was ratified on March 22, 2026, or that wage increases were implemented pursuant to the agreement. Instead, the Petitioner primarily challenged whether employees received copies of the finalized agreement and whether sufficient information concerning insurance benefits and other contractual terms had been provided prior to implementation. In particular, the Petitioner did not recall receiving a complete signed copy of the agreement before filing the instant petition and did not recall seeing the agreement’s signature page bearing the April 13, 2026, execution date. Similarly, Petitioner’s sole witness did not recall receiving a copy of the finalized agreement or seeing the signature page.

The Employer, in its closing argument, stated that it respects the rights of its employees to self-determination as well as its contractual obligations, noting it believed it is a party to a binding contract.

II. BOARD LAW

Under the Board’s contract-bar doctrine, a contract of definite duration will bar an election petition filed by any employee or rival union for a term of up to three years, provided that the contract is a written agreement that contains substantial terms and conditions of employment and has been signed by both parties prior to the petition. *See Appalachian Shale Products Co.*, 121 NLRB 1160, 1161-1162 (1958); *General Cable Corp.*, 139 NLRB 1123, 1125 (1962). Both an effective date and an expiration date are material terms of a contract. *South Mountain Healthcare & Rehabilitation Center*, 344 NLRB 375, 375 (2005). Unless these dates are apparent from the face of the contract, without resort to parol evidence, the contract will not serve as a bar. *Id.* The Board emphasizes that the terms of the agreement must be clear from its face so that employees and rival unions may look to it to determine the appropriate time to file a representation petition. *Cooper Tire & Rubber Co.*, 181 NLRB 509 (1970). The party asserting that a contract is a bar to an election bears the burden of proving the facts establishing the applicability of the contract-bar doctrine. *Roosevelt Memorial Park, Inc.*, 187 NLRB 517 (1970).

III. APPLICATION OF BOARD LAW TO THIS CASE

This case is governed by the Board’s established contract-bar precedent that, to have bar quality, the effective and expiration dates of an agreement must be clear from the face of the document, without resort to parol evidence, so that employees and rival unions can determine the appropriate time for filing a representation petition.

Based on the record evidence and for the reasons detailed below, I conclude that the Union has failed to meet its burden to establish the collective bargaining agreement possessed the requisite bar quality to bar the election petition.

In *SSM Health Saint Louis University Hospital*, the parties signed a tentative agreement including placeholders for both the effective date and the expiration date. *SSM Health Saint Louis University Hospital*, 375 NLRB No. 26 (August 4, 2026). The parties did not conform their

agreement, such as by inserting the missing dates and initialing the insertion, before a decertification petition was filed. *Id.* Accordingly, relying upon *South Mountain Healthcare & Rehabilitation Center*, 344 NLRB 375 (2005), the Board found that because the agreement's effective **and** [emphasis added] termination dates are not apparent from the face of the contract, without resort to parol evidence, the Union failed to satisfy its burden of proving that a bar-quality collective bargaining agreement was in place at the time the decertification petition was filed. *Id.* The Board majority addressed the dissenting opinion noting that, where there is no clear effective date on the face of the contract, employees, including those hired long after ratification occurred and employees who are not full members of a union, would need to hunt for nonpublic information necessary to calculate the open window for timely filing an election petition. *Id.*, FN 3.

Similarly, in *Republic National Distributing Company*, 375 NLRB No. 30 (August 26, 2026), a decertification petition was filed a few days before the collective bargaining agreement was executed and amended to include a backdated effective date. The face of the version of the agreement that existed at the time of the filing of the decertification petition, and the only version that had been circulated to the unit employees for ratification, contained only a blank placeholder for the effective date of the agreement in the "Terms of the Agreement" section. *Id.* As aforementioned, a clear effective date is a separate requirement under the contract-bar doctrine. *Id.* As a result, a material term of the contract could not be determined from the face of the agreement in existence at the time the decertification was filed, without resort to parol evidence, meaning that individual employees or interested third parties could not discern the effective date of the agreement for purposes of determining the appropriate timing for filing a petition. *Id.* Accordingly, the Board found that the Union failed to prove that a contract of bar quality was in place at the time the decertification petition was filed. *Id.*

Here, the facts supporting a conclusion that a contract bar exists are weaker than those presented in *Republic National Distributing Company*. The collective bargaining agreement at issue merely provides that it becomes effective on the date of ratification, yet nowhere within the four corners of the agreement is a specific ratification date identified. Although the Petitioner had personal knowledge of the date of ratification, this fact does not supersede the threshold issue of whether the effective date, a material term of a contract, exists within the four corners of the agreement. Indeed, the agreement itself does not permit an employee or interested third party to determine when the contract became effective without resort to testimony or other extrinsic evidence. The Union's contention that the agreement became effective upon ratification on March 22, 2026, and its alternative reliance on wage provisions taking effect April 1, 2026, derive from witness testimony and events outside the document itself rather than from a date ascertainable from the face of the agreement. Under *Republic National Distributing Company*, even though a backdated agreement was eventually executed, the Board still emphasized that a contract of bar quality must include a clear effective date that can be discerned from the agreement itself. *Id.* Thus, the agreement at issue here necessarily presents an even stronger basis than that in *Republic National Distributing* for finding that the Union has failed to establish a contract of bar quality at the time the petition was filed.

The above cases affirm that parol evidence may be used to clarify facts collateral to the existence of an otherwise complete contract, such as the date of execution or whether ratification occurred, but it may not be used to supply a material term that must be ascertainable from the four corners of the agreement itself. The effective date and expiration date are material terms for

purposes of the contract-bar doctrine because employees and interested third parties must be able to determine from the agreement alone when the contract-bar period begins and ends. Where those dates cannot be determined from the face of the agreement and can be established only through witness testimony, bargaining history, or other extrinsic evidence, the agreement does not constitute a contract of bar quality.

Applying those principles here, I find that the collective bargaining agreement does not serve as a contract bar to an election. The agreement at issue does not include an ascertainable effective date on its face and/or within its four corners. Rather, the agreement merely states that it becomes effective upon ratification, and it fails to identify the actual date of ratification. The only date appearing on the agreement itself is the April 13, 2026, execution date reflected on the signature page. A reviewing employee or interested third party cannot accurately determine from the face of the agreement whether the contract allegedly became effective on April 13, 2026, or any other date without resorting to testimony and other extrinsic evidence. Because the asserted effective date can only be established through extrinsic evidence, I find that the Union has failed to meet its burden of proving the existence of a contract of bar quality at the time the petition was filed. Therefore, the decertification petition is not barred, and a question concerning representation exists requiring resolution through an election.

IV. CONCLUSION

Based upon the record and in accordance with the discussion above, I find that the Union has failed to satisfy its burden of establishing the parties' collective bargaining agreement serves as a contract bar to an election. Therefore, I find and conclude as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.¹
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

¹ The Employer, GFL Plant Services, L.P., is a Delaware limited partnership engaged in the business of liquid waste collections services and maintains a facility located at 10200 Old Galveston Road, Houston, Texas 77034, the sole facility herein. During the past 12 months, a representative period of time, the Employer derived gross revenues in excess of \$500,000 and purchased and received at its Houston, Texas facility goods and services valued in excess of \$50,000 directly from points outside the State of Texas. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act.

5. The parties stipulated and I agree that the following employees of the Employer's constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time CDL Operators, Vacuum Truck Services; Driver Recovery Technician; Lead Drivers, Waste Management Services; On-Site Lead Technicians, Waste Management Services; and Recovery Technicians, Recycling and Waste Management Services employed by the Employer at its facility located at 10200 Old Galveston Road, Houston, Texas 77034.

Excluded: All other employees, including all office clerical employees, confidential employees, professional employees, managerial employees, guards, and supervisors as defined in the Act.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by the International Brotherhood of Teamsters, Local 988, as their exclusive collective bargaining representative.

A. Election Details

The election will be held on **Thursday, November 19, 2026**, from 4:30 a.m. to 6:30 a.m. in the Downstairs Break Room at the Employer's facility located at 10200 Old Galveston Road, Houston, Texas 77034.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Friday, October 16, 2026**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3)

employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **November 2, 2026**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those

employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlr.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. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

DATED at Fort Worth, Texas, this 29th day of October 2026.



Timothy L. Watson
Regional Director
National Labor Relations Board
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