

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

**POTOMAC DISPOSAL, INC.**

**and**

**Case 05-CA-175956**

**CONSTRUCTION AND GENERAL LABORERS  
LOCAL UNION 657, affiliated with LABORERS'  
INTERNATIONAL UNION OF NORTH AMERICA,  
AFL-CIO**

**DECISION AND ORDER**

On October 3, 2016, Potomac Disposal, Inc. (the Respondent), Construction and General Laborers Local Union 657, affiliated with Laborers' International Union of North America, AFL-CIO (the Charging Party), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

**Findings of Fact**

1. The Respondent's business

The Respondent is a corporation with an office and place of business in Gaithersburg, Maryland (the Respondent's facility), and is engaged in operating a recycling and refuse and collection service.

During the 12-month period ending July 31, 2016, the Respondent, in conducting its operations described above, provided services valued in excess of \$50,000 directly to the municipality of Montgomery County, an entity within the State of Maryland.

During the 12-month period ending July 31, 2016, the municipality of Montgomery County purchased and received at its Maryland facilities goods valued in excess of \$50,000 directly from points outside the State of Maryland.

During the 12-month period ending July 31, 2016, the Respondent, in conducting its operations described above, purchased and received at the Respondent's facility goods valued in excess of \$50,000 directly from points outside the State of Maryland.

At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

## 2. The labor organization involved

At all material times and until June 30, 2016, Construction and General Laborers Local Union 657 (Local 657), affiliated with Laborers' International Union of North America (LIUNA) has been a labor organization within the meaning of Section 2(5) of the Act.

At all material times, Construction and General Laborers Local Union 11 (Local 11), affiliated with Laborers' International Union of North America (LIUNA) has been a labor organization within the meaning of Section 2(5) of the Act.

About July 1, 2016, Local 657 merged with Local 11 to form Local 11.

## 3. The appropriate unit

The following employees of the Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees employed in the division of the company working under the garbage disposal contract with the government of Montgomery County, Maryland, but excluding all other employees, office clerical employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

Since about June 5, 2013, and at all material times, the Respondent has recognized the Charging Party as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in a collective-bargaining agreement which is effective from November 1, 2013 to October 31, 2016.

Since about July 1, 2016, Local 11 became the successor to Local 657 and succeeded to its bargaining rights. At all material times since about June 5, 2013, based on Section 9(a) of the Act, LIUNA, Local 657 and its successor Local 11 have been the exclusive collective-bargaining representative of the Unit.

## ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Potomac Disposal, Inc., Gaithersburg, Maryland, its officers, agents, successors, and assigns, shall:

1. Cease and desist from

(a) Failing or refusing to bargain in good faith with Construction and General Laborers Local Union 11, affiliated with Laborers' International Union of North America (the Union), as the exclusive collective-bargaining representative of employees in the following unit:

All employees employed in the division of the company working under the garbage disposal contract with the government of Montgomery County, Maryland, but excluding all other employees, office clerical employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

(b) In any like or related manner interfering with employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative actions:

(a) On request, meet and bargain with the Union as the exclusive collective-bargaining representative of the employees in the Unit.

(b) Within 14 days of service by the Region,

(i) post copies of the attached notice marked as Appendix at all of its facilities. Copies of the notice, on forms provided by Region Five, after being signed by the Respondent's authorized representative, shall be posted and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed any of the facilities 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 that facility at any time since November 1, 2015.

(ii) schedule and hold a meeting or meetings to ensure the widest possible attendance where the Respondent's representative reads the attached notice marked as Appendix to the Unit in English and Spanish on worktime in the presence of a Board agent, or in the alternative, schedule and hold a meeting or meetings to ensure the widest possible attendance where a Board agent reads the attached notice marked as Appendix to the Unit in English and Spanish on worktime.

(c) Within 21 days after service of this Order by the Region, file with the Regional Director a sworn certification by a responsible Respondent official attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 21, 2016

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Mark Gaston Pearce, Chairman

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Philip A. Miscimarra, Member

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Lauren McFerran, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

## Appendix

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

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER  
AND/OR A CONSENT JUDGMENT OF ANY APPROPRIATE  
UNITED STATES COURT OF APPEALS**

**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.

Construction and General Laborers, Local Union 11, affiliated with Laborers' International Union of North America (the Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of our employees in the following appropriate unit:

All employees employed in the division of the company working under the garbage disposal contract with the government of Montgomery County, Maryland, but excluding all other employees, office clerical employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

**WE WILL NOT** fail or refuse to bargain in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

**WE WILL**, upon request, meet and bargain in good faith with the Union as the exclusive collective-bargaining representative of our unit employees.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**POTOMAC DISPOSAL, INC.**

The Board's decision can be found at [www.nlrb.gov/case/05-CA-175956](http://www.nlrb.gov/case/05-CA-175956) 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.

