

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 17**

**PREMIER ENVIRONMENTAL SOLUTIONS,
LLC**

And

Case 14-CA-198879

**TEAMSTERS LOCAL UNION NO. 838,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**MOTION TO TRANSFER PROCEEDING TO BOARD
AND FOR DEFAULT JUDGMENT**

Counsel for the General Counsel, pursuant to the provisions of Section 102.24, 102.50 and 102.56 of the Rules and Regulations of the National Labor Relations Board, Series 8, as amended, files this Motion requesting that the National Labor Relations Board (Board) issue an Order transferring Case 14-CA-198879 to the Board, and, further moves that the Board issue an Order Granting Default Judgment sustaining all the allegations in the Complaint and Compliance Specification, as amended, issued herein. In support of this Motion, Counsel for the General Counsel states as follows:

1. The Charge in Case 14-CA-198879 was filed by Teamsters Local Union No. 838, affiliated with the International Brotherhood of Teamsters (Union) on May 16, 2017, and was served by regular mail on Respondent by the Subregion on May 17, 2017.
2. A letter summarizing the allegations in Case 14-CA-198879 and requesting Respondent's evidence was sent by Field Attorney Julie M. Covell to Respondent on May 25, 2017, by regular mail and to the following email address: djones@premierenvironmental.net.
3. Respondent regularly communicated by email with the Union from its djones@premierenvironmental.net email address.

4. An Amended Charge in Case 14-CA-198879 was filed by the Charging Party against Respondent on August 7, 2017, and was served by regular mail on Respondent on the same date.
5. An Informal Board Settlement was sent by Field Attorney Julie M. Covell to Respondent on August 15, 2017, by regular mail and to the following email address:
djones@premierenvironmental.net.
6. A Complaint, Compliance Specification, and Notice of Hearing issued on August 25, 2017, and was served by certified mail on Respondent on the same date. In the paragraph titled "Answer Requirement," Respondent was notified that, pursuant to Sections 102.20, 102.21, and 102.56 of the Board's Rules and Regulations, it was required to file an Answer to the Complaint and Compliance Specification on or before September 15, 2017, and that failure to do so would result in all the allegations of the Complaint and Compliance Specification being deemed admitted to be true and so found by the Board.
7. The Compliance Specification that issued on August 25, 2017, repeatedly referenced Appendix A, which was to be attached and made a part of the Compliance Specification. However, Appendix A was inadvertently omitted from the Compliance Specification portion of the Complaint, Compliance Specification, and Notice of Hearing. An Amendment to Complaint, Compliance Specification, and Notice of Hearing, which included a copy of Appendix A, issued on August 28, 2017, and was served by certified mail on Respondent on the same date. In the paragraph titled "Answer Requirement," Respondent was notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it was required to file an Answer to the Amendment to Compliance Specification on or before September 18, 2017.

8. The Region received confirmation on September 5, 2017, that Respondent had signed for the Complaint, Compliance Specification, and Notice of Hearing and the Amendment to Complaint, Compliance Specification, and Notice of Hearing.
9. By letter dated September 19, 2017, Field Attorney Julie M. Covell advised Respondent that an Answer had not been filed in response to the Complaint, Compliance Specification, and Notice of Hearing, and further informed Respondent that Counsel for the General Counsel would file a Motion for Default Judgment with the Board unless Respondent filed said Answer by close of business on September 26, 2017. Enclosed with the letter were copies of Sections 102.20, 102.21, and 102.56 of the Board's Rules and Regulations. Field Attorney Julie M. Covell's letter and enclosures were served on Respondent by regular mail and also sent by email to the following address:
djones@premierenvironmental.net.
10. To date, Respondent has not filed an Answer to the Complaint, Compliance Specification, and Notice of Hearing or the Amendment to the Compliance Specification.
11. Attached hereto and made a part of this Motion are the following documents, which are marked and described as follows:
 - a) G.C. Ex. A – Charge in Case 14-CA-198879 filed on May 16, 2017, and signed by Alexander Waschneck, representative for the Charging Party.
 - b) G.C. Ex. B – Service letter to Respondent, dated May 17, 2017, and signed by Mary G. Taves, Officer in Charge.
 - c) GC Ex. C – May 25, 2017 email with the attached letter requesting evidence sent by Field Attorney Julie M. Covell to Respondent at
djones@premierenvironmental.net.

- d) G.C. Ex. D – February 2, 2017 email from Respondent’s President Duane Jones to the Union’s Business Representative Alexander Waschneck.
- e) G.C. Ex. E – Amended Charge in Case 14-CA-198879 filed on August 7, 2017, and signed by Alexander Waschneck, representative for the Charging Party.
- f) G.C. Ex. F – Service letter to Respondent, dated August 7, 2017, and signed by Mary G. Taves, Officer in Charge.
- g) G.C. Ex. G – August 15, 2017 email with attached Informal Board Settlement and letter sent by Field Attorney Julie M. Covell to Respondent at djones@premierenvironmental.net.
- h) G.C. Ex. H – Complaint, Compliance Specification and Notice of Hearing, Case 14-CA-198879, dated August 25, 2017, signed by Mary G. Taves, Officer in Charge.
- i) G.C. Ex. I – Affidavit of Service of Complaint, Compliance Specification and Notice of Hearing with Form NLRB 4668 Attached, showing a date of mailing of August 25, 2017. Certified mail return receipts and/or certified mail returns sheets attached.
- j) G.C. Ex. J – Amendment to Complaint, Compliance Specification and Notice of Hearing, Case 14-CA-198879, dated August 28, 2017, signed by Mary G. Taves, Officer in Charge.
- k) G.C. Ex. K – Affidavit of Service of Amendment to Complaint, Compliance Specification and Notice of Hearing, showing a date of mailing of August 28, 2017. Certified mail return receipts and/or certified mail returns sheets attached.

- 1) G.C. Ex. L – September 19, 2017 email with attached letter advising Respondent of need to file Answer to Complaint, Compliance Specification, and Notice of Hearing, sent by Field Attorney Julie M. Covell to Respondent at djones@premierenvironmental.net.

12. Counsel for the General Counsel submits that, as shown by the foregoing, Respondent's failure to file an Answer to Complaint, Compliance Specification and Notice of Hearing warrants a finding that Respondent admits the allegations contained therein. Counsel for the General Counsel further submits that an Order Granting Default Judgment is fully warranted and necessary in order to effectuate the purposes of the Act and to avoid unnecessary costs and delay. *See, e.g., Lake States Industrial Services, Inc.*, 349 NLRB No. 25, (2007). Accordingly, Counsel for the General Counsel requests that the Board issue an Order Transferring this Proceeding to the Board and, issue an Order Granting Default Judgment on the allegations in the Complaint, Compliance Specification and Notice of Hearing previously issued herein, and for its entry of an Order granting all appropriate and traditional relief.

Respectfully submitted,

Date: September 28, 2017

/s/Julie M. Covell

/s/ Mary G. Taves

Julie M. Covell

Mary G. Taves

Counsel for the General Counsel

National Labor Relations Board, Region 14

8600 Farley, Suite 100

Overland Park, Kansas 66212-4677

STATEMENT OF SERVICE

I hereby certify that I have this date served copies of the foregoing Motion To Transfer Proceeding To Board And For Default Judgment on all parties listed below pursuant to the National Labor Relations Board's Rules and Regulations 102.114(i) by electronically filing with service by electronic mail on the parties identified below.

Dated: September 28, 2017

/s/ Julie M. Covell

/s/ Mary G. Taves

Julie M. Covell

Mary G. Taves

Counsel for the General Counsel

PARTIES RECEIVING ELECTRONIC MAIL:

Duane Jones, President
djones@premierenvironmental.net

Respondent

Alexander Waschneck
alex@kcteamsters.com

Union

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
14-CA-198879	May 16, 2017

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Premier Environmental Solutions, LLC		b. Tel. No. (586)977-6471
		c. Cell No. (313)330-7989
d. Address (street, city, state ZIP code) 41105 Technology Park Dr, Sterling Heights, MI 48314-4155	e. Employer Representative Duane Jones President	f. Fax No. (586)977-6470
		g. e-Mail djones@premierenvironmental.net
		h. Dispute Location (City and State) Kansas City, MO
i. Type of Establishment (factory, nursing home, hotel) Waste Management Services	j. Principal Product or Service Trash and Recycling Service	k. Number of workers at dispute location 10

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On about March 24, 2017, the Employer failed to bargain collectively and in good faith with the Union by making unilateral changes to the terms and conditions of employment, specifically by failing to pay employees their wages as required by the parties' collective bargaining agreement.

Within the last six months, the Employer has failed to bargain collectively and in good faith with the Union by deducting union dues from employee paychecks and failing and refusing to remit those dues to the Union.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Teamsters Local Union No. 838, affiliated with International Brotherhood of Teamsters

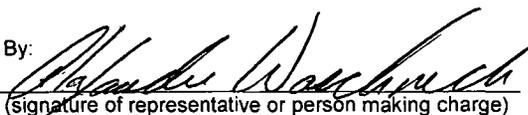
4a. Address (street and number, city, state, and ZIP code) 4501 Emanuel Cleaver II Blvd, Kansas City, MO 64130-2371	4b. Tel. No. (816)924-3460
	4c. Cell No. (816)806-2654
	4d. Fax No. (816)924-3845
	4e. e-Mail alex@kcteamsters.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Brotherhood of Teamsters

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By:  (Signature of representative or person making charge)	Alexander Waschneck Secretary Treasurer/Business Representative	Tel. No. (816)924-3460
	Print Name and Title	Office, if any, Cell No. (816)806-2654
Address: 4501 Emanuel Cleaver II Blvd, Kansas City, MO 64130-2371	Date: 5-16-2017	Fax No. (816)924-3845
		e-Mail alex@kcteamsters.com

RECEIVED
 MAY 16 2017
 OFFICE OF THE GENERAL COUNSEL

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlr.gov
Telephone: (913)967-3000
Fax: (913)967-3010



Download
NLRB
Mobile App

May 17, 2017

Duane Jones, President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155

Re: Premier Environmental Solutions, LLC
Case 14-CA-198879

Dear Mr. Jones:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney JULIE M. COVEL (Julie.Covel@nlrb.gov), whose telephone number is (913)275-6537. If this Board agent is not available, you may contact Supervisory Field Attorney SUSAN A. WADE-WILHOIT whose telephone number is (913)275-6527.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

GC Ex. B

May 17, 2017

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

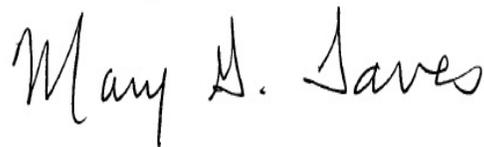
Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

LEONARD J. PEREZ
Regional Director



By: MARY G. TAVES
Officer in Charge

LJP:rmc
Enclosures

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

14-CA-198879

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY** CORPORATION LLC LLP PARTNERSHIP SOLE PROPRIETORSHIP OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): CALENDAR YR 12 MONTHS or FISCAL YR (FY dates)**YES NO**A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$ _____B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$ _____C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$ _____F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____H. **Gross Revenues** from all sales or performance of services (**Check the largest amount**):
 \$100,000 \$250,000 \$500,000 \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?** YES NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**PREMIER ENVIRONMENTAL SOLUTIONS,
LLC**

Charged Party

and

**TEAMSTERS LOCAL UNION NO. 838,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

Charging Party

Case 14-CA-198879

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on May 17, 2017, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Duane Jones, President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155

May 17, 2017

Date

Regina Creason, Designated Agent of NLRB

Name

/s/ Regina Creason

Signature

From: Covell, Julie
To: ["djones@premierenvironmental.net"](mailto:djones@premierenvironmental.net)
Subject: 14-CA-198879: Premier Environmental Solutions, LLC - Request for Evidence
Date: Thursday, May 25, 2017 12:47:07 PM
Attachments: [CHG.14-CA-198879.Signed Charge.pdf](#)
[LTR.14-CA-198879.RFE Dated May 25 2017.pdf](#)

Mr. Jones,

The Union has recently filed a new charge against Premier Environmental Solutions, LLC. I have attached the charge for your convenience. At this time, the Region is requesting evidence in the above-referenced matter. Please see the attached letter requesting evidence.

Julie M. Covell
Field Attorney
National Labor Relations Board
Sub-Region 17
8600 Farley St., Suite 100 Overland Park, KS 66212
julie.covell@nlrb.gov
913-275-6537 – office
913-967-3010 – fax

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
14-CA-198879	May 16, 2017

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Premier Environmental Solutions, LLC		b. Tel. No. (586)977-6471
		c. Cell No. (313)330-7989
d. Address (street, city, state ZIP code) 41105 Technology Park Dr, Sterling Heights, MI 48314-4155	e. Employer Representative Duane Jones President	f. Fax No. (586)977-6470
		g. e-Mail djones@premierenvironmental.net
		h. Dispute Location (City and State) Kansas City, MO
i. Type of Establishment (factory, nursing home, hotel) Waste Management Services	j. Principal Product or Service Trash and Recycling Service	k. Number of workers at dispute location 10

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On about March 24, 2017, the Employer failed to bargain collectively and in good faith with the Union by making unilateral changes to the terms and conditions of employment, specifically by failing to pay employees their wages as required by the parties' collective bargaining agreement.

Within the last six months, the Employer has failed to bargain collectively and in good faith with the Union by deducting union dues from employee paychecks and failing and refusing to remit those dues to the Union.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Teamsters Local Union No. 838, affiliated with International Brotherhood of Teamsters

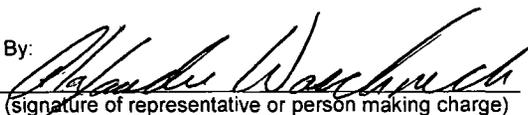
4a. Address (street and number, city, state, and ZIP code) 4501 Emanuel Cleaver II Blvd, Kansas City, MO 64130-2371		4b. Tel. No. (816)924-3460
		4c. Cell No. (816)806-2654
		4d. Fax No. (816)924-3845
		4e. e-Mail alex@kcteamsters.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Brotherhood of Teamsters

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By:  (Signature of representative or person making charge)		Tel. No. (816)924-3460
Alexander Waschneck Secretary Treasurer/Business Representative		Office, if any, Cell No. (816)806-2654
Date: 5-16-2017		Fax No. (816)924-3845
Address: 4501 Emanuel Cleaver II Blvd, Kansas City, MO 64130-2371		e-Mail alex@kcteamsters.com

RECEIVED
 MAY 16 2017
 CIVIL RIGHTS DIVISION
 NATIONAL LABOR RELATIONS BOARD

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlrb.gov
Telephone: (913)967-3000
Fax: (913)967-3010

Agent's Direct Dial: (913)275-6537

May 25, 2017

Sent via email and regular mail

Duane Jones, President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155
djones@premierenvironmental.net

Re: Premier Environmental Solutions, LLC
Case 14-CA-198879

Dear Mr. Jones:

I am writing this letter to advise you that it is now necessary for me to take evidence from you regarding the allegations raised in the investigation of the above-referenced matter. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, and the date for providing your evidence.

Allegations: The allegations for which I am seeking your evidence are as follows.

Since January 2017, the Employer has failed to bargain in good faith with the Union by failing to remit to the Union those dues which the Employer deducted from employees' paychecks as agreed upon in the collective-bargaining agreement.

In March 2017, the Employer failed to bargain in good faith by deducting from employees' wages \$200 for Union dues which was in excess of the dues owed by each individual.

In March 2017, the Employer failed to bargain in good faith by making unilateral changes to the terms and conditions of employment, specifically by failing to pay wages as required by the collective bargaining agreement.

Board Affidavits: I am requesting to take affidavits from President Duane Jones and any other individuals you believe have information relevant to the investigation of this matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by **June 2, 2017** to schedule these affidavits.

Documents: Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. Copies of any and all payroll records for unit employees for the months of January, February, and March 2017.
2. Any and all documents showing any paychecks that did not clear in March 2017.
3. Any and all documents regarding the deduction of union dues between January and March 2017.
4. Any and all documents regarding the remittance of dues to the Union between January and March 2017.
5. Any and all correspondence, including but not limited to letters, emails, text messages, between the Employer and the Union regarding the deduction and/or remittance of union dues.
6. Any and all correspondence, including but not limited to letters, emails, text messages, between the Employer and the Union regarding the fact that employees' paychecks did not clear.
7. Any and all correspondence, including but not limited to letters, emails, text messages, between the Employer and unit employees regarding the fact that employees' paychecks did not clear.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by June 5, 2017. If you are willing to allow me to take affidavits, please contact me by June 2, 2017 to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (913)275-6537, or e-mail, julie.covel@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

JULIE M. COVEL
Field Attorney

alex@kcteamsters.com

From: alex@kcteamsters.com
Sent: Thursday, February 2, 2017 10:14 AM
To: 'djones@premierenvironmental.net'
Subject: RE: Fwd: February Union Dues Billing

The new total thru Feb. is \$1,930.

From: djones@premierenvironmental.net [mailto:djones@premierenvironmental.net]
Sent: Thursday, February 2, 2017 8:57 AM
To: teamsters838@yahoo.com
Cc: alex@kcteamsters.com
Subject: RE: Fwd: February Union Dues Billing

Alex,

Check #3318, will be sent out to the plant this afternoon with this weeks payroll. I apologize for not getting it there last week.

Thank you,

Duane Jones
President/CEO

PREMIER ENVIRONMENTAL SOLUTIONS, LLC

41105 Technology Park Dr.
Sterling Heights, MI 48314
(586) 977-0772 Office
(586) 991-7473 Fax
(313) 330-7989 Mobile



www.premierenvironmental.net

Please consider the environment before printing this email. This e-mail message from Premier Environmental Solutions, LLC. is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please communicate with the sender by reply e-mail and destroy all copies of the original message and delete same from all computers.

----- Original Message -----

Subject: Fwd: February Union Dues Billing

From: teamsters838@yahoo.com

Date: Wed, February 01, 2017 4:55 pm

To: "djones@premierenvironmental.net" <djones@premierenvironmental.net>

Cc: "alex@kcteamsters.com" <alex@kcteamsters.com>

Please find the billing for February. Please remit payment as soon as possible. Thank you.

Teamsters Local 838

Sent from my iPhone

Begin forwarded message:

> From: Ricoh Copier <ricoh_copier@inbox.com>

> Date: February 1, 2017 at 2:48:00 PM CST

> To: "Kasi" <teamsters838@yahoo.com>

>

> This E-mail was sent from "RNP23CFE4" (Aficio MP 3351).

>

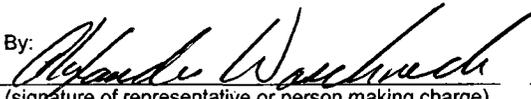
> Scan Date: 02.01.2017 15:47:59 (-0500)

> Queries to: teamsters838@yahoo.com

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
FIRST AMENDED CHARGE AGAINST EMPLOYER
INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
14-CA-198879	August 7, 2017

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Premier Environmental Solutions, LLC	b. Tel. No. (586)977-6471 c. Cell No. (313)330-7989
d. Address (street, city, state ZIP code) 41105 Technology Park Dr, Sterling Heights, MI 48314-4155	e. Employer Representative Duane Jones President f. Fax No. (586)977-6470 g. e-Mail djones@premierenvironmental.net h. Dispute Location (City and State) Kansas City, MO
i. Type of Establishment (factory, nursing home, hotel) Waste Management Services	j. Principal Product or Service Trash and Recycling Services k. Number of workers at dispute location 10
1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
<p>Since about March 24, 2017, the Employer has failed to bargain collectively and in good faith with the Union by making unilateral changes to the terms and conditions of employment, specifically by failing to pay employees their wages as required by the collective-bargaining agreement.</p> <p>Within the last six months, the Employer has failed to bargain collectively and in good faith with the Union by deducting union dues from employee paychecks in excess of amounts required by the collective-bargaining agreement.</p> <p>Within the last six months, the Employer has failed to bargain collectively and in good faith with the Union by deducting union dues from employee paychecks and failing and refusing to remit those dues to the Union.</p>	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Teamsters Local Union No. 838, affiliated with International Brotherhood of Teamsters	
4a. Address (street and number, city, state, and ZIP code) 4501 Emanuel Cleaver II Blvd, Kansas City, MO 64130-2371	4b. Tel. No. (816)924-3460 4c. Cell No. (816)806-2654 4d. Fax No. (816)924-3845 4e. e-Mail alex@kcteamsters.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Brotherhood of Teamsters	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel. No. (816)924-3460 Office, if any, Cell No. (816)806-2654 Fax No. (816)924-3845 e-Mail alex@kcteamsters.com
By:  (signature of representative or person making charge)	Alexander Waschneck Secretary Treasurer/Business Representative Print Name and Title
Address: 4501 Emanuel Cleaver II Blvd, Kansas City, MO 64130-2371	Date: 8-4-2017

RECEIVED
NLRB, REGION 17
2017 AUG - 7 AM 8:19
OVERLAND PARK, KS

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlrb.gov
Telephone: (913)967-3000
Fax: (913)967-3010



Download
NLRB
Mobile App

August 7, 2017

Duane Jones, President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155

Re: Premier Environmental Solutions, LLC
Case 14-CA-198879

Dear Mr. Jones:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney JULIE M. COVEL whose telephone number is (913)275-6537. If the agent is not available, you may contact Supervisory Field Attorney SUSAN A. WADE-WILHOIT whose telephone number is (913)275-6527.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

LEONARD J. PEREZ
Regional Director

By: MARY G. TAVES
Officer in Charge

Enclosure

GC Ex. F

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**PREMIER ENVIRONMENTAL SOLUTIONS,
LLC**

Charged Party

and

**TEAMSTERS LOCAL UNION NO. 838,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

Charging Party

Case 14-CA-198879

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 7, 2017, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Duane Jones, President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155

August 7, 2017

Date

Karen Clemoens, Designated Agent of NLRB

Name

/s/ Karen Clemoens

Signature

From: Covell, Julie
To: ["djones@premierenvironmental.net"](mailto:djones@premierenvironmental.net)
Subject: 14-CA-198879: Premier Environmental Services
Date: Tuesday, August 15, 2017 3:36:59 PM
Attachments: [Ltr sending SET AGR and NEE.pdf](#)
[SET.14-CA-198879.Proposed Settlement Agreement and Notice.pdf](#)

Mr. Jones,

Good afternoon. I left a message with Ian this afternoon requesting that you call me. I had called to discuss the Regional Director's determination in the above-referenced matter filed by Teamsters, Local 838 against Premier Environmental Solutions, LLC. As explained in the attached letter, the Regional Director found merit to the Union's allegations. I have also attached a proposed Settlement Agreement for your consideration.

Sincerely,

Julie M. Covell
Field Attorney
National Labor Relations Board
Sub-Region 17
8600 Farley St., Suite 100 Overland Park, KS 66212
julie.covell@nlrb.gov
913-275-6537 – office
913-967-3010 – fax



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlrb.gov
Telephone: (913)967-3000
Fax: (913)967-3010

Agent's Direct Dial: (913)275-6537

August 15, 2017

Sent via email and regular mail

Duane Jones, President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155
djones@premierenvironmental.nent

Re: Premier Environmental Solutions, LLC
Case 14-CA-198879

Dear Mr. Jones:

The investigation of the subject case has been concluded and the evidence revealed by the investigation has been carefully and thoroughly reviewed and considered. Based upon that evidence, a determination has been made that further proceedings are warranted on the following allegations:

- On or about March 24, 2017, the Employer failed to bargain collectively and in good faith with the Union by making unilateral changes to the terms and conditions of employment, specifically by failing to pay employees their wages as required by the parties' collective-bargaining agreement.
- Within the last six months, the Employer has failed to bargain collectively and in good faith with the Union by deducting union dues from employee paychecks in excess of amounts provided for in the collective-bargaining union without the Union's consent.
- Within the last six months, the Union has failed to bargain collectively and in good faith with the Union by deducting union dues from employee paychecks and refusing to remit those dues to the Union as contractually required.

In accordance with established Board practice and procedure, I have prepared and am hereby forwarding for your consideration a proposed informal Settlement Agreement. You will note that the proposed Notice, which is attached and is a part of the Settlement Agreement, reiterates the statutory rights under the Act, notifies employees and members that the Charged Party will cease and desist from engaging in conduct proscribed by the Act, and contains remedial provisions covering the alleged unfair labor practices disclosed by the investigation.

It is my view that the enclosed proposed Settlement Agreement fully remedies all of the alleged unfair labor practices disclosed by the investigation and I am prepared, should you find it

acceptable, to recommend it to the Regional Director for his approval. In that regard, it should be noted that while I am recommending the enclosed agreement for your serious consideration and believe it fully remedies the alleged violations disclosed by the investigation, all proposed Settlement Agreements are subject to final review and approval by the Regional Director. It should be further noted that the proposed agreement is based upon presently available facts and is being made without prejudice to any other position that might be taken should these settlement efforts fail.

If you find the proposed settlement agreement acceptable and agree to resolve these matters on the basis outlined herein, please sign and date one copy of the Settlement Agreement, initial the notice, and return them to me by no later than **close of business on Tuesday, August 22, 2017**. If the Regional Director approves the agreement, the Charged Party will subsequently be supplied additional copies of the Notice for posting along with a letter explaining the actions to be taken to comply with the agreement.

Absent settlement by the above date, it will be necessary to issue a formal complaint. Issuance of Complaint, however, should not be viewed as an impediment to further settlement negotiations.

If you have any questions or wish to discuss this matter further, please feel free to contact me.

Very truly yours,

/s/ Julie M. Covell

JULIE M. COVELL
Field Attorney

ENC.

cc.

Alexander Waschneck, Secretary Treasurer/
Business Representative
Teamsters Local Union No. 838,
affiliated with International Brotherhood of Teamsters
4501 Emanuel Cleaver II Blvd
Kansas City, MO 64130-2371
alex@kcteamsters.com

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Premier Environmental Solutions, LLC

Case 14-CA-198879

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

MAILING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately copy and mail, at its own expense, a copy of the attached Notice to all of its former employees who were employed at any time since January 1, 2017 at the Ford Kansas City Assembly Plant located in Kansas City, Missouri. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name plus interest to be calculated in accordance with Board standards. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay.

John Armstrong	-	\$500.00
Joseph James	-	\$575.00
Holden McQuillen	-	\$401.75
Andrew Norman	-	\$913.28
Kevin Short	-	\$460.00
Miles Stigall	-	\$650.00
Victor Vanwinkle	-	\$502.04

BACK DUES – Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) name below by payment to each of them of the amount opposite each name plus interest to be calculated in accordance with Board standards. No withholdings should be made from either the back dues owed or the interest owed.

John Armstrong	-	\$107.00
Brent Cady	-	\$107.00
Joseph James	-	\$80.00
Brian Luna	-	\$80.00
Holden McQuillen	-	\$107.00
Andrew Norman	-	\$80.00
Kevin Short	-	\$107.00
Miles Stigall	-	\$107.00
Cody Stone	-	\$107.00
Victor Vanwinkle	-	\$80.00
Darren Wilson	-	\$80.00

UNREMITTED DUES – Within 14 days from approval of this agreement, the Charged Party will make whole the Charging Party by payment to it of unremitted dues in the amount of \$1158.00 plus interest to be calculated in accordance with Board standards.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No _____
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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 do anything to prevent you from exercising the above rights.

WE WILL NOT, upon request, refuse to bargain in good faith with the Teamsters Local Union No. 838, affiliated with International Brotherhood of Teamsters (Union) as the exclusive bargaining representative of our employees in the following appropriate unit:

All full-time and regular part-time warehouse equipment operators employed by the Employer in the Recycle Center at the Ford Kansas City Assembly Plant located in Kansas City, Missouri.

WE WILL NOT fail to continue in effect all the terms and conditions of employment included in the collective-bargaining agreement that we signed on January 7, 2015, and which remained in effect on March 22, 2017.

WE WILL NOT fail to pay you according to the terms of the collective-bargaining agreement without bargaining with your Union and without your Union's consent.

WE WILL NOT fail to remit your dues to the Union that we have deducted from your paychecks.

WE WILL NOT deduct Union dues from your paycheck in excess of the amounts provided for in the collective-bargaining agreement without bargaining with your Union and without your Union's consent.

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

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union.

WE WILL pay you for the wages and other benefits lost because of the changes to terms and conditions of employment that we made without bargaining with the Union.

WE WILL remit to the Union all dues owed under the terms of our collective-bargaining agreement and which were deducted from your paychecks.

WE WILL reimburse you for dues deducted from your paychecks that exceeded the amounts provided for in our collective-bargaining agreement.

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

Premier Environmental Solutions, LLC

(Employer)

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.nlr.gov and the toll-free number (866)867-NLRB (6572).

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 Board's Office,

8600 Farley St, Ste 100
Overland Park, KS 66212

Hours: 8:15 am to 4:45 pm
Telephone: 913-967-3000

UNITED STATES OF AMERICA

**BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 17**

PREMIER ENVIRONMENTAL SOLUTIONS,LLC

and

Case 14-CA-198879

**TEAMSTERS LOCAL UNION NO. 838,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**COMPLAINT, COMPLIANCE SPECIFICATON,
AND NOTICE OF HEARING**

I. COMPLAINT:

This Complaint and Notice of Hearing is based on a charge filed by Teamsters Local Union No. 838, affiliated with International Brotherhood of Teamsters (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Premier Environmental Solutions, LLC (Respondent) has violated the Act as described below.

1.

(a) The charge in this proceeding was filed by the Union on May 16, 2017, and a copy was served on Respondent by U.S. mail on May 17, 2017,

(b) The first amended charge in this proceeding was filed by the Union on August 7, 2017, and a copy was served on Respondent by U.S. mail on the same date.

2.

(a) At all material times, Respondent has been a limited liability company with its principal office in Sterling Heights, Michigan, and has operated at customer facilities throughout the United States, including the Recycle Center at the Ford Kansas City Assembly Plant located in Kansas City, Missouri (Kansas City Ford plant) where it was engaged in providing environmental recycling services through March 20, 2017.

(b) In conducting its operations during the 12-month period ending March 24, 2017, Respondent performed services valued in excess of \$50,000 in States other than the State of Missouri.

(c) 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.

3.

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4.

At all material times, Duane Jones held the position of Respondent's President and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

5.

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

All full-time and regular part-time warehouse equipment operators employed by the Employer in the Recycle Center at the Ford Kansas City Assembly Plant located in Kansas City, Missouri.

(b) At all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in a collective-bargaining agreement, which is effective by its terms from January 7, 2015 to January 6, 2017.

(c) About January 9, 2017, Respondent and the Union, in writing, extended the agreement described above in paragraph 5(b), until terminated with at least 7 days written from either party of notice of an intention to terminate.

(d) Neither Respondent nor the Union exercised their right to terminate the agreement as referenced in paragraph 5(c).

(e) At all times since January 7, 2015, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6.

(a) On or about March 3, 2017, Respondent failed to continue in effect all the terms and conditions of the agreement described in paragraphs 5(a) and 5(b) by deducting dues from unit employees' pay in excess of what employees owed.

(b) From January 1, 2017 through March 20, 2017, Respondent failed to continue in effect all the terms and conditions of the agreement described in paragraphs 5(a) and 5(b) by failing to remit to the Union dues and/or initiation fees deducted from unit employees' pay.

(c) On or about March 24, 2017, Respondent failed to continue in effect all the terms and conditions of the agreement described in paragraph 5(a) and 5(b) by failing to pay unit employees' wages under the terms of the collective-bargaining agreement.

(d) The terms and conditions of employment described above in paragraphs 6(a) through 6(c) are mandatory subjects for the purposes of collective bargaining.

(e) Respondent engaged in the conduct described above in paragraphs 6(a) through 6(c) without the Union's consent.

7.

By the conduct described above in paragraphs 6(a) through 6(c), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

8.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

9.

(a) As part of the remedy for the unfair labor practices alleged above in paragraph 6, the General Counsel seeks an Order requiring that the Notice be mailed to employees employed by the Respondent from January 1, 2017 through March 20, 2017.

II. COMPLIANCE SPECIFICATION:

Inasmuch as a controversy exists concerning the amounts the Respondent owes the Union and bargaining unit employees for the alleged violations discussed above, the Regional Director of the Board for the Fourteenth Region, pursuant to Section 102.55 of the Rules and Regulations

of the Board, hereby issues this Compliance Specification and alleges, as more specifically set forth below, that the Union and bargaining unit employees are owed on the order of \$6,202.07, plus interest accrued until the date of payment, pursuant to such an Order and Judgment at the rate prescribed in *New Horizons For The Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), minus the tax withholdings required by federal and state laws.

Further, in order to avoid unnecessary costs or delay, the General Counsel, by the undersigned pursuant to Section 102.33 and 102.54 of the Board's Rules and Regulations ORDERS that the Complaint and the Compliance Specification be consolidated for further processing.

10.

(a) Article 1.6 and 1.7 of the parties' collective-bargaining agreement requires that the Respondent deduct union dues from the paychecks of those bargaining unit employees who authorize such deductions.

(b) During that time periods referenced in paragraphs 6(a) and 6(b) above, the dues reimbursement period, all unit employees had in effect valid, unexpired, and unrevoked dues-checkoff authorizations.

(c) Since the Respondent failed and refused to provide any payroll records herein, the amount of union dues excessively withheld by the Respondent from the pay of unit employees was calculated, for each employee, by finding the difference between the amount of union dues they owed, as set forth on checkoff pre-billing records provided by the Union, from the actual amount of union dues deducted and withheld by the Respondent, as reported by unit employees and the Union.

(d) As set forth in **Appendix A**, the total amount of union dues excessively deducted and withheld from employees' paychecks, and that is owed to employees by the Respondent, is on the order of \$1,042.00.

(e) Since the Respondent failed and refused to provide any payroll records here, the amount of union dues that were properly withheld by the Respondent and which it failed to remit to the Union was calculated by observing the amount of union dues owed to the Union, as set forth on checkoff pre-billing records provided by the Union, together with evidence showing that the deductions were actually made from employees' paychecks.

(f) As set forth in **Appendix A**, the total amount of union dues that the Respondent properly withheld from employees' paychecks that it has thus far failed to remit to the Union is on the order of \$1,158.00.

11.

(a) Article 16.1 of the parties' collective-bargaining agreement provides that "[a]ll employees covered by this Agreement shall be paid for all time spent in service of the Employer." Article 17.1 likewise provides that "[a]ll regular employees covered by this Agreement shall be paid in full each week."

(b) As set forth in paragraph 6(c) above, the make-whole period during which the Respondent failed to pay unit employees' wages under the terms of the collective-bargaining agreement comprises wages for the week ending March 24, 2017, the date the Respondent issued paychecks to employees that they were unable to deposit or cash due to insufficient funds.

(c) Since the Respondent failed and refused to provide any payroll records herein, the amount of unpaid wages owing to employees was calculated by relying on the net amount of the

paychecks that employees received from the Respondent during the make-whole period ending March 24, 2017, that they were unable to deposit or cash due to insufficient funds.

(b) As set forth in **Appendix A**, the total amount of unpaid wages owing to employees is on the order of \$4,002.07.

12.

(a) Summarizing the facts and calculations specified above, and in the attached Appendix, the make whole obligation of the Respondent to the Union and bargaining unit employees will be satisfied by payment to them of the amounts set forth below, plus interest accrued to date of payment pursuant to such Order and Judgment.

<u>Make-Whole Amounts: A Summary</u>			
Unit Employee / Charging Party	Union Dues (Refund to E'es)	Union Dues (Remit to Union)	<u>Unpaid Wages</u>
Teamsters Local Union No. 838		\$1,158.00	
Armstrong, John	\$107.00		\$500.00
Cady, Brent	\$107.00		
James, Joseph	\$80.00		\$575.00
Luna, Brian	\$80.00		
Mcquillen, Holden	\$107.00		\$401.75
Norman, Andrew	\$80.00		\$913.28
Short, Kevin	\$107.00		\$460.00
Stigall, Miles	\$107.00		\$650.00
Stone, Cody	\$107.00		
Vanwinkle, Victor	\$80.00		\$502.04
Wilson, Darren	\$80.00		
	<u>\$1,042.00</u>	<u>\$1,158.00</u>	<u>\$4,002.07</u>

III. ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20, 102.21, and 102.56 of the Board's Rules and Regulations; it must file an answer to the complaint and compliance specification. The answer must be **received by this office on or before September 15, 2017, or**

postmarked on or before September 14, 2017. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification paragraphs 10 to 12 that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b)

of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint and compliance specification are true. If the answer fails to deny any allegations of the compliance specification paragraphs 10 to 12 in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the compliance specification are true and preclude Respondent from introducing any evidence controverting those allegations.

IV. NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Thursday, November 16, 2017, 9:00 a.m. (CT) at National Labor Relations Board, 8600 Farley, Suite 100, Overland Park, Kansas**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint and compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 25, 2017

LEONARD J. PEREZ
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 14, BY:

/s/ MARY G. TAVES

MARY G. TAVES
OFFICER-IN-CHARGE
NATIONAL LABOR RELATIONS BOARD
SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 17**

**PREMIER ENVIRONMENTAL SOLUTIONS,
LLC**

and

Case 14-CA-198879

**TEAMSTERS LOCAL UNION NO. 838,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**AFFIDAVIT OF SERVICE OF: Complaint, Compliance Specification and Notice of
Hearing (with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 25, 2017, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Duane Jones, President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED
7015 0640 0007 0163 7577**

Alexander Waschneck, Secretary
Treasurer/Business Representative
Teamsters Local Union No. 838, affiliated
with International Brotherhood of
Teamsters
4501 Emanuel Cleaver II Blvd
Kansas City, MO 64130-2371

**CERTIFIED MAIL
7015 3010 0001 3970 6353**

August 25, 2017

Date

Karen Clemoens, Designated Agent of NLRB

Name

/s/ Karen Clemoens

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 14-CA-198879

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Duane Jones , President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155

Alexander Waschneck , Secretary
Treasurer/Business Representative
Teamsters Local Union No. 838, affiliated
with International Brotherhood of
Teamsters
4501 Emanuel Cleaver II Blvd
Kansas City, MO 64130-2371

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

Duane Jones, President
Premier Environmental Solutions, LLC
 41105 Technology Park Drive
 Sterling Heights, MI 48314-4155

Complaint 14-CA-198879
Premier Environmental Solutions, LLC



9590 9401 0059 5071 3672 24

2. Article Number (Transfer from service label)

7015 0640 0007 0163 7577

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

-
- Agent
-
-
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box •

**NATIONAL LABOR RELATIONS BOARD
SUBREGION 17
8600 FARLEY STREET, SUITE 100
OVERLAND PARK, KS 66212-4677**

OVERLAND PARK, KS

2017 SEP -5 PM 1:31

RECEIVED
NLRB, REGION 17

USPS TRACKING#



9590 9401 0059 5071 3672 24

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 17**

PREMIER ENVIRONMENTAL SOLUTIONS,LLC

and

Case 14-CA-198879

**TEAMSTERS LOCAL UNION NO. 838,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**AMENDMENT TO COMPLAINT, COMPLIANCE
SPECIFICATION AND NOTICE OF HEARING**

Pursuant to Section 102.55(c) of the Rules and Regulations of the National Labor Relations Board, the Complaint, Compliance Specification, and Notice of Hearing issued on August 25, 2017, is amended as follows:

The Compliance Specification that issued on August 25, 2017, repeatedly referenced Appendix A, which was to be attached and made a part of the Compliance Specification. However, Appendix A was inadvertently omitted from the Compliance Specification portion of the Complaint, Compliance Specification, and Notice of Hearing. Attached to this Amendment is a copy of Appendix A, which is made a part of the Complaint, Compliance Specification and Notice of Hearing.

RESPONDENT IS FURTHER NOTIFIED that, pursuant to Section 102.56 of the Board's Rules and Regulations, Respondent must file an answer to the above amendment to the Compliance Specification. The answer must be **received by this office on or before September 18, 2017, or postmarked on or before September 16, 2017**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The

Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amendment to complaint are true.

Dated at Overland Park, Kansas this 28th Day of August, 2017

LEONARD J. PEREZ
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 14, BY:

/s/ MARY G. TAVES

MARY G. TAVES
OFFICER-IN-CHARGE
NATIONAL LABOR RELATIONS BOARD
SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Attachment

Make-Whole Amounts: A Summary

<u>Unit Employee / Charging Party</u>	<u>Union Dues (Refund to E'es)</u>	<u>Union Dues (Remit to Union)</u>	<u>Unpaid Wages</u>
Teamsters Local Union No. 838		\$1,158.00	
Armstrong, John	\$107.00		\$500.00
Cady, Brent	\$107.00		
James, Joseph	\$80.00		\$575.00
Luna, Brian	\$80.00		
Mcquillen, Holden	\$107.00		\$401.75
Norman, Andrew	\$80.00		\$913.28
Short, Kevin	\$107.00		\$460.00
Stigall, Miles	\$107.00		\$650.00
Stone, Cody	\$107.00		
Vanwinkle, Victor	\$80.00		\$502.04
Wilson, Darren	\$80.00		
	<u>\$1,042.00</u>	<u>\$1,158.00</u>	<u>\$4,002.07</u>

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 17**

**PREMIER ENVIRONMENTAL SOLUTIONS,
LLC**

and

Case 14-CA-198879

**TEAMSTERS LOCAL UNION NO. 838,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

**AFFIDAVIT OF SERVICE OF: Amendment to Complaint, Compliance Specification
and Notice of Hearing.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 28, 2017, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Duane Jones , President
Premier Environmental Solutions, LLC
41105 Technology Park Dr
Sterling Heights, MI 48314-4155

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED
7015 3010 0001 3970 6360**

Alexander Waschneck , Secretary
Treasurer/Business Representative
Teamsters Local Union No. 838, affiliated
with International Brotherhood of
Teamsters
4501 Emanuel Cleaver II Blvd
Kansas City, MO 64130-2371

**CERTIFIED MAIL
7015 3010 0001 3970 6377**

August 28, 2017

Date

Karen Clemoens, Designated Agent of NLRB

Name

/s/ Karen Clemoens

Signature

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Duane Jones, President
Premier Environmental Solutions, LLC
 41105 Technology Park Drive
 Sterling Heights, MI 48314-4155

Complaint 14-CA-198879
Premier Environmental Solutions, LLC



9590 9401 0059 5071 3672 17

2. Article Number (Transfer from service label)

7015 3010 0001 3970 6360

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

 Yes

If YES, enter delivery address below:

 No

3. Service Type

- Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

- Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4® in the box •

**NATIONAL LABOR RELATIONS BOARD
SUBREGION 17
8600 FARLEY STREET, SUITE 100
OVERLAND PARK, KS 66212-4677**

RECEIVED
NLRB, REGION 17
2017 SEP -5 PM 1:31
OVERLAND PARK, KS

USPS TRACKING#



9590 9401 0059 5071 3672 17

From: Covell, Julie
To: ["djones@premierenvironmental.net"](mailto:djones@premierenvironmental.net)
Subject: 14-CA-198879: Premier Environmental Solutions LLC - Answer Requirement
Date: Tuesday, September 19, 2017 10:07:09 AM
Attachments: [LTR.14-CA-198879.Requirement to File an Answer.pdf](#)
[Rules and Regs 102.20 and 102.21.pdf](#)
[Rules and Regs 102.56 Compliance Spec Answer Requirement.pdf](#)

Mr. Jones,

Please find attachments explaining Employer's obligation to respond to the Amendment to the Complaint, Compliance Specification, and Notice of Hearing that issued on August 28, 2017.

Julie M. Covell
Field Attorney
National Labor Relations Board
Sub-Region 17
8600 Farley St., Suite 100 Overland Park, KS 66212
julie.covell@nlrb.gov
913-275-6537 – office
913-967-3010 – fax



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlr.gov
Telephone: (913)967-3000
Fax: (913)967-3010

Agent's Direct Dial: (913)275-6537

September 19, 2017

By U.S. Mail and e-mail

Duane Jones
Premier Environmental Solutions, LLC
41105 Technology Park Drive
Sterling Heights, MI 48314
djones@premierenvironmental.net

Re: Premier Environmental Solutions, LLC
Case 14-CA-198879

Dear Mr. Jones:

On August 25, 2017, a Complaint, Compliance Specification, and Notice of Hearing issued in the above-captioned case scheduling a hearing for November 16, 2017. On August 28, 2017, an Amendment to Complaint, Compliance Specification, and Notice of Hearing issued. Pursuant to Sections 102.20, 102.21, and 102.56 of the Board's Rules and Regulations, Premier Environmental Solutions, LLC (Respondent) is required to file an Answer to the Complaint and Compliance Specification. Section 102.20 of Rules and Regulations provides that, if no Answer is filed, all of the allegations in the Complaint shall be deemed to be admitted and may be so found by the Board. As set forth in the Amendment to Complaint, Compliance Specification and Notice of Hearing, Respondent's Answer was due on or before September 18, 2017. To date, an Answer has not been filed. If Respondent does not file an Answer by close of business on September 26, 2017, I will file a Motion for Default Judgment with the Board.

I have enclosed a copy of the Complaint and Notice of Hearing and the relevant sections from the Board's Rules and Regulations for your reference. Please note that Section 102.20 requires Respondent to "specifically admit, deny, or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state..." Similarly, Section 102.56 requires Respondent to "specifically admit, deny, or explain each allegation of the specification unless the Respondent is without knowledge, in which case the Respondent must so state. . . ." Please feel free to contact me with any questions.

Very truly yours,

/s/ Julie M. Covel

JULIE M. COVEL
Field Attorney

ENC.

ANSWER

§102.20 Answer to complaint; time for filing; contents; allegations not denied deemed admitted.

The Respondent must, within 14 days from the service of the complaint, file an answer. The Respondent must specifically admit, deny, or explain each of the facts alleged in the complaint, unless the Respondent is without knowledge, in which case the Respondent must so state, such statement operating as a denial. All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the Respondent states in the answer that the Respondent is without knowledge, will be deemed to be admitted to be true and will be so found by the Board, unless good cause to the contrary is shown.

§102.21 Where to file; service upon the parties; form.

An original and four copies of the answer shall be filed with the Regional Director issuing the complaint. Immediately upon the filing of his answer, Respondent shall serve a copy thereof on the other parties. An answer of a party represented by counsel or non-attorney representative shall be signed by at least one such attorney or non-attorney representative of record in his/her individual name, whose address shall be stated. A party who is not represented by an attorney or non-attorney representative shall sign his/her answer and state his/her address. Except when otherwise specifically provided by rule or statute, an answer need not be verified or accompanied by affidavit. The signature of the attorney or non-attorney party representative constitutes a certificate by him/her that he/she has read the answer; that to the best of his/her knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay. If an answer is not signed or is signed with intent to defeat the purpose of this section, it may be stricken as sham and false and the action may proceed as though the answer had not been served. For a willful violation of this section an attorney or non-attorney party representative may be subjected to appropriate disciplinary action. Similar action may be taken if scandalous or indecent matter is inserted.

§102.22 Extension of time for filing.

Upon the Regional Director's own motion or upon proper cause shown by any other party, the Regional Director issuing the complaint may by written order extend the time within which the answer must be filed.

§102.23 Amendment.

The Respondent may amend its answer at any time prior to the hearing. During the hearing or subsequently, the Respondent may amend the answer in any case where the complaint has been amended, within such period as may be fixed by the Administrative Law Judge or the Board. Whether or not the complaint has been amended, the answer may, in the discretion of the Administrative Law Judge or the Board, upon motion, be amended upon such terms and within such periods as may be fixed by the Administrative Law Judge or the Board.

issue and serve on all parties a compliance specification in the name of the Board. The specification will contain or be accompanied by a Notice of Hearing before an Administrative Law Judge at a specific place and at a time not less than 21 days after the service of the specification.

(b) Whenever the Regional Director deems it necessary to effectuate the purposes and policies of the Act or to avoid unnecessary costs or delay, the Regional Director may issue a compliance specification, with or without a Notice of Hearing, based on an outstanding complaint.

(c) Whenever the Regional Director deems it necessary to effectuate the purposes and policies of the Act or to avoid unnecessary costs or delay, the Regional Director may consolidate with a complaint and Notice of Hearing issued pursuant to §102.15 a compliance specification based on that complaint. After opening of the hearing, the Board or the Administrative Law Judge, as appropriate, must approve consolidation. Issuance of a compliance specification is not a prerequisite or bar to Board initiation of proceedings in any administrative or judicial forum which the Board or the Regional Director determines to be appropriate for obtaining compliance with a Board order.

§102.55 Contents of compliance specification.

(a) *Contents of specification with respect to allegations concerning the amount of backpay due.* With respect to allegations concerning the amount of backpay due, the specification will specifically and in detail show, for each employee, the backpay periods broken down by calendar quarters, the specific figures and basis of computation of gross backpay and interim earnings, the expenses for each quarter, the net backpay due, and any other pertinent information.

(b) *Contents of specification with respect to allegations other than the amount of backpay due.* With respect to allegations other than the amount of backpay due, the specification will contain a clear and concise description of the respects in which the Respondent has failed to comply with a Board or court order, including the remedial acts claimed to be necessary for compliance by the Respondent and, where known, the approximate dates, places, and names of the Respondent's agents or other representatives described in the specification.

(c) *Amendments to specification.* After the issuance of the Notice of Compliance Hearing but before the hearing opens, the Regional Director may amend the specification. After the hearing opens, the specification may be amended upon leave of the Administrative Law Judge or the Board, upon good cause shown.

§102.56 Answer to compliance specification.

(a) *Filing and service of answer to compliance specification.* Each Respondent alleged in the specification to have compliance obligations must, within 21 days from the service of the specification, file an answer with the Regional Director issuing the specification, and must immediately serve a copy on the other parties.

(b) *Form and contents of answer.* The answer to the specification must be in writing, signed and sworn to by the Respondent or by a duly authorized agent with appropriate power of attorney affixed, and contain the address of the Respondent. The answer must specifically admit, deny, or explain each allegation of the specification, unless the Respondent is without knowledge, in which case the Respondent must so state, such statement operating as a denial. Denials must fairly meet the substance of the allegations of the specification at issue. When a Respondent intends to deny only a part of

an allegation, the Respondent must specify so much of it as is true and deny only the remainder. As to all matters within the knowledge of the Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial will not suffice. As to such matters, if the Respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer must specifically state the basis for such disagreement, setting forth in detail the Respondent's position and furnishing the appropriate supporting figures.

(c) *Failure to answer or to plead specifically and in detail to backpay allegations of specification.* If the Respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the Respondent, find the specification to be true and enter such order as may be appropriate. If the Respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure to deny is not adequately explained, such allegation will be deemed admitted as true, and may be so found by the Board without the taking of evidence supporting such allegation, and the Respondent will be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.* Upon the Regional Director's own motion or upon proper cause shown by any Respondent, the Regional Director issuing the compliance specification may, by written order, extend the time within which the answer to the specification must be filed.

(e) *Amendment to answer.* Following the amendment of the specification by the Regional Director, any Respondent affected by the amendment may amend its answer.

§102.57 Extension of date of hearing.

Upon the Regional Director's own motion or upon proper cause shown, the Regional Director issuing the compliance specification and Notice of Hearing may extend the hearing date.

§102.58 Withdrawal of compliance specification.

Any compliance specification and Notice of Hearing may be withdrawn before the hearing by the Regional Director upon the Director's own motion.

§102.59 Hearing and posthearing procedures.

After the issuance of a compliance specification and Notice of Hearing, the procedures provided in §§102.24 through 102.51 will be followed insofar as applicable.