Shamrock Cartage, Inc. *and* International Brotherhood of Teamsters (IBT), Local Union No. 413. Cases 09–CA–204232, 09–CA–205156, and 09–CA–207419

August 13, 2019

DECISION AND ORDER

BY CHAIRMAN RING AND MEMBERS KAPLAN AND EMANUEL

The General Counsel seeks default judgment in this case pursuant to the terms of an informal settlement agreement. Upon charges filed by the International Brotherhood of Teamsters, Local Union No. 413 (the Union), the General Counsel issued a complaint on October 13, 2017, in Case 09–CA–204232 against Shamrock Cartage, Inc. (the Respondent), alleging that it violated Section 8(a)(1) and (3) of the Act. The Union filed additional charges against the Respondent in Case 09–CA–205156, alleging more Section 8(a)(1) violations, and in Case 09–CA–207419, alleging a failure to bargain with the Union in violation of Section 8(a)(5).

Subsequently, the parties entered into an informal settlement agreement, which the Regional Director for Region 9 approved on November 16, 2017. In the Agreement, the Respondent committed to make employee Shane Smith whole and to post, distribute, and comply with the terms and provisions of a remedial notice attached to the settlement (the Notice). In relevant part, the Notice states that the Respondent

> **WILL NOT** discipline or fire you because of your union membership or support.
>
> **WILL NOT**, in any other manner, interfere with, restrain or coerce our employees in the exercise of the rights guaranteed [them] by Section 7 of the Act.
>
> **WILL** recognize and bargain collectively and in good faith with [the Union] as the exclusive collective-bargaining representative of our employees . . . .

The Agreement also contained a default provision triggered by the Respondent's noncompliance with any term of the Agreement. Pursuant to that provision, the Regional Director may, after 14 days' notice of noncompliance to the Respondent without remedy, reissue the complaint in Case 09–CA–204232 and issue a new complaint in Cases 09–CA–205156 and 09–CA–207419. Thereafter, according to the provision, the General Counsel may move the Board for default judgment on the allegations in the complaints. The provision further provides that those allegations "will be deemed admitted," that the Respondent will be deemed to have withdrawn and/or waived any answer(s), and that the Board may then find the allegations "to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the [Respondent] 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."

On May 1, June 12, and June 20, 2018, the Union filed a charge and amended charges in Case 09–CA–219396, alleging that the Respondent had committed additional unfair labor practices. On July 16, 2018, counsel for the General Counsel emailed the Respondent, through its attorney, a letter advising that the Regional Director had found merit in the Union's new allegations, some of which constituted noncompliance with the Agreement. The letter explicitly provided the 14 days' notice required by the Agreement and stated that, if the Respondent did not remedy the noncompliance and an administrative law judge found the violations alleged, the Region would proceed with new complaints in the settled cases and initiate default judgment pursuant to the Agreement.

On September 12, 2018, the General Counsel issued an amended complaint in Case 09–CA–219396, alleging violations of Section 8(a)(3), (4), (5), and (1). On December 6, 2018, Administrative Law Judge Andrew S. Gollin issued a decision and recommended order finding that the Respondent violated Section 8(a)(5) and (1) by issuing a discretionary suspension to Smith without providing the Union with prior notice or an opportunity to bargain and violated Section 8(a)(3), (4), and (1) by suspending and later discharging Smith. No party filed timely exceptions to the judge's decision. Consequently, in accordance with the Agreement, the General Counsel reissued the complaint in Case 09–CA–204232 on January 8, 2019,[1] and issued a consolidated complaint in Cases 09–CA–205156 and 09–CA–207419 on January 10, 2019.

On January 14, 2019, the General Counsel filed a motion for default judgment with the Board concerning both complaints, requesting a full remedy for the unfair labor practices alleged.[2] On January 18, 2019, the Board issued

[1] The motion for default judgment inadvertently states that the complaint reissued on January 8, 2018.

[2] The motion for default judgment attaches the unfair labor practice charges and the original complaint in Case 09–CA–204232 and the unfair labor practice charges in Cases 09–CA–205156 and 09–CA–207419, but does not attach the reissued complaint in Case 09–CA–204232 or the consolidated complaint in the other two cases. However, the motion (pars. 2 and 3) and the supporting memorandum (pars. 3, 6,

an order transferring the proceedings in the three cases to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent did not file a response. The allegations in the motion are therefore undisputed.

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

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to comply with the terms of the Agreement. Consequently, pursuant to the noncompliance provisions of the Agreement described above, we find that the allegations in the reissued complaint in Case 09–CA–204232 and in the consolidated complaint in Cases 09–CA–205156 and 09–CA–207419 are true. Accordingly, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, an Illinois corporation, has performed truck spotting and hostler services. During the calendar year periods ending August 10, 2017 (as alleged in Case 09–CA–204232), and December 31, 2018 (as alleged in the consolidated complaint in Cases 09–CA–205156 and 09–CA–207419), the Respondent has performed those services in states outside the State of Illinois and in an amount in excess of $50,000, including at Kraft Heinz Foods Company (Kraft) and Pepsi Company (Pepsi) jobsites in Ohio.[3] We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union has been a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

1. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Dan O'Brien	Co-Owner
Matt Harper	Co-Owner[4]
Michael Harper	General Manager
Jeremie Ibarra	Manager
Jason V. Caccamo	Site Supervisor

About July 18, 2017, a majority of a unit of the Respondent's full- and regular part-time yard spotter/hostler employees at the Kraft and Pepsi jobsites designated the Union as their exclusive collective-bargaining representative, and the Union has at all times since July 18, 2017, been the exclusive representative of that unit based on Section 9(a) of the Act. On about August 3, 2017, the Union, by certified letter, requested that the Respondent recognize it as the exclusive representative of the unit and bargain collectively with the Union as such. Beginning around August 4, and until about November 16, 2017, the Respondent failed and refused to do so. Since November 16, 2017, the Respondent has recognized and bargained with the Union as the exclusive representative of the unit employees, pursuant to the Agreement. *Shamrock Cartage, Inc.*, Case 09–CA–219396 (ALJ Decision December 6, 2018) at 4 fn. 4, adopted January 22, 2019.

2. (a) About August 4, 2017, at the Respondent's Kraft jobsite, the Respondent, by Caccamo, threatened that the Respondent would close its Kraft and Pepsi jobsites to discourage union activity.

(b) About August 8, 2017, at the Respondent's Kraft jobsite, the Respondent, by Caccamo, threatened that another employee at the Kraft jobsite was next to be fired, and that the Respondent would close its Kraft and Pepsi jobsites, terminate employees, and re-open under another name to discourage union activity.

3. (a) About August 8, 2017, the Respondent discharged employee Shane Smith.

(b) The Respondent engaged in the conduct described in paragraph 3(a) because Smith formed, joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

4. (a) About the latter part of August or the beginning of September 2017, the Respondent, by O'Brien, in his personal vehicle at the Kraft jobsite: (i) solicited employee complaints and grievances and promised employees increased benefits and improved terms and conditions of employment if they refrained from organizing a union; (ii) promised its employees improved wages and benefits, including a 401(k) plan, vacation and holiday pay, vision and health insurance, and pay raises; (iii) granted employees benefits by giving them $100 in cash; and (iv) offered employees increased benefits of $100 in cash.

and 7) make clear that the motion requests a judgment encompassing both 2019 complaints and all three cases.

[3] The bargaining unit description refers to these jobsites as the DHL and Ryder facilities. According to the General Counsel's brief in support of his motion, DHL and Ryder provide distribution warehouses for Pepsi and Kraft, respectively.

[4] The complaint in Case 09–CA–204232 does not list Matt Harper, but the consolidated complaint in Cases 09–CA–205156 and 09–CA–207419 identifies Matt Harper as the Co-Owner.

(b) About the beginning of September 2017, O'Brien, in his personal vehicle at the Respondent's Pepsi jobsite: (i) solicited employee complaints and grievances and promised its employees increased benefits and improved terms and conditions of employment if they refrained from organizing a union; and (ii) promised employees a 401(k) plan and health insurance.

5. (a) About the latter part of August 2017, at the Respondent's Kraft jobsite, the Respondent, by Matt Harper: (i) solicited employee complaints and grievances and promised its employees increased benefits and improved terms and conditions of employment if they refrained from organizing a union; and (ii) granted employees benefits by purchasing them lunch.

(b) About the beginning of September 2017, at the Respondent's Pepsi jobsite, the Respondent, by Matt Harper, granted employees benefits by purchasing them lunch.

6. About August 2017, the exact date and location being unknown, the Respondent, by Caccamo:

(a) Interrogated its employees about their union membership, activities and sympathies and the union membership, activities and sympathies of other employees.

(b) Asked its employees to ascertain and disclose to the Respondent the union membership, activities and sympathies of other employees.

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

> All full-time and regular part-time yard spotter/hostler employees employed by the Employer at the DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio, excluding all Office clerical employees, all professional employees, guards and supervisors as defined in the Act.

(b) About July 18, 2017, a majority of the unit designated the Union as their collective-bargaining representative.

(c) At all times since July 18, 2017, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

(d) About August 3, 2017, the Union, by certified letter, requested that the Respondent recognize it as the exclusive collective-bargaining representative of the unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit.

(e) Since about August 4, 2017, the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.[5]

CONCLUSIONS OF LAW

1. By the conduct described above in paragraphs 2 and 4–6, the Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

2. By the conduct described above in paragraph 3, the Respondent has been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

3. By the conduct described above in paragraph 7, the Respondent failed and refused to bargain collectively 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)(5) and (1) of the Act.

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

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order the Respondent to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.[6]

Specifically, having found that the Respondent violated Section 8(a)(1) of the Act by threatening jobsite closure and discharge; interrogating employees about their own and their coworkers' union membership, activities, and sympathies; soliciting complaints and grievances; and promising and granting benefits and improved terms and conditions of employment, we shall order the Respondent

[5] In Case 09–CA–219396, the judge found, and the Board adopted in the absence of timely exceptions filed, that since about November 16, 2017, the Respondent has recognized the Union as the exclusive collective-bargaining representative. *Shamrock Cartage, Inc.*, Case 09–CA–219396, at 4 fn. 4 (December 6, 2018), adopted January 22, 2019.

[6] The Agreement provides that, in the event of a default by the Respondent, the Board may "issue an order providing a full remedy for the violations found as is appropriate to remedy such violations." In the consolidated complaint in Cases 09–CA–205156 and 09–CA–207419 following the Respondent's breach, the General Counsel requests "all other relief as may be just and proper to remedy the unfair labor practices alleged." In addition, the consolidated complaint modifies the remedy in the Agreement by providing alternative methods of reading the notice that the Agreement did not mention. The General Counsel's memorandum accompanying the motion for default judgment cites the provision of the Agreement permitting a full remedy and seeks "all other relief as may be just and proper to remedy the unfair labor practices alleged." Under these circumstances, we construe the General Counsel's motion as seeking a full remedy for the Respondent's violations.

to cease and desist from such conduct and to post a remedial notice.

Having also found that the Respondent failed and refused to bargain with the Union as the exclusive representative of the unit employees in violation of Section 8(a)(5) and (1) of the Act beginning about August 4, 2017, we will order that the Respondent cease and desist from failing and refusing to bargain with the Union and bargain with the Union to the extent that it has not already done so.

Having found that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging Smith, we will order the Respondent, to the extent that it has not already done so, to offer Smith full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges he previously enjoyed.[7] In addition, we shall order the Respondent to make Smith whole for any loss of earnings and other benefits suffered as a result of the unlawful action against him, to the extent that the Respondent has not already done so.[8] Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with our decision in *King Soopers, Inc.*, 364 NLRB No. 93 (2016), enfd. in relevant part 859 F.3d 23 (D.C. Cir. 2017), we shall also order the Respondent to compensate Smith for his search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.[9] We shall further order the Respondent to compensate Smith for any adverse tax consequences of receiving a lump-sum backpay award, to the extent that the Respondent has not already done so, and to file with the Regional Director for Region 9 a report allocating the backpay award to the appropriate calendar years. *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016). The Respondent shall also be required to remove from its files any reference to the unlawful discharge of Smith and to notify him in writing that this has been done and that the unlawful discharge will not be used against him in any way.

Finally, we shall order the Respondent to hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which Dan O'Brien or Matt Harper will read the Notice to Employees on work time in the presence of a Board agent and a representative of the Union, if the Union wishes its representative to attend. Alternatively, the Respondent may choose to have a Board agent read the notice during work time in the presence of Dan O'Brien and Matt Harper and a representative of the Union, if the Union wishes its representative to attend.

ORDER

The National Labor Relations Board orders that Respondent Shamrock Cartage, Inc., Groveport and Obetz, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening that it would close its Kraft and Pepsi jobsites and re-open the jobsites under another name to discourage union activity.

(b) Threatening to fire employees to discourage union activity.

(c) Coercively interrogating employees about their union membership, activities, and sympathies and about those of other employees, and asking employees to ascertain and disclose the same to the Respondent.

(d) Soliciting employee complaints and grievances and promising employees increased benefits and improved terms and conditions of employment to discourage union support or activity.

(e) Promising employees improved wages and benefits, including a 401(k) plan, vacation and holiday pay, vision and health insurance, and pay raises to discourage union activity.

(f) Granting or offering employees cash or purchasing them lunch to discourage union activity.

(g) Discharging employees because they formed, joined, or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(h) Failing and refusing to recognize and bargain with the Union as the exclusive collective-bargaining representative of the following unit:

[7] In Case 09–CA–219396, the Board adopted the judge's finding that the Respondent reinstated Smith in November 2017 and unlawfully suspended and discharged him in April 2018.

[8] Because it is unclear whether the total amount set forth in the Agreement constitutes a full make-whole remedy, we leave to compliance a determination of the proper amount due to Smith.

[9] The General Counsel additionally seeks reasonable consequential damages incurred as a result of the Respondent's unfair labor practices. This issue, which was not briefed, would involve a change in Board law. We are not prepared at this time to deviate from our current remedial practice. Accordingly, we decline to order this relief. See, e.g., *Laborers International Union of North America, Local Union No. 91 (Council of Utility Contractors)*, 365 NLRB No. 28, slip op. at 1 fn. 2 (2017).

> All full-time and regular part-time yard spotter/hostler employees employed by the [Respondent] at the DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio, excluding all Office clerical employees, all professional employees, guards and supervisors as defined in the Act.

(i) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, to the extent that it has not already done so, offer Shane Smith full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

(b) Make Shane Smith whole, to the extent it has not already done so, for any loss of earnings and other benefits suffered as a result of his unlawful discharge, including any search-for-work and interim employment expenses, in the manner set forth in the remedy section of this decision.

(c) Compensate Shane Smith, to the extent it has not already done so, for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 9, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

(d) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharge of Shane Smith, and within 3 days thereafter, notify Smith in writing that this has been done and that the discharge will not be used against him in any way.

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including electronic copies of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(f) On request, to the extent that it has not already done so, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> All full-time and regular part-time yard spotter/hostler employees employed by the [Respondent] at the DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Ryder Logistics facility located at 3880 Groveport Road, Obetz, Ohio, excluding all Office clerical employees, all professional employees, guards and supervisors as defined in the Act.

(g) Within 14 days after service by the Region, post at its Kraft and Pepsi jobsites copies of the attached notice marked "Appendix."[10] Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent in English and in additional languages if the Regional Director decides it is appropriate to do so and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at the Kraft or Pepsi jobsites at any time since August 4, 2017.

(h) Within 14 days after service by the Region, hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which the "Notice to Employees" will be read to unit employees by owners Dan O'Brien or Matt Harper in English and, through a translator, in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent and a representative of the Union. Alternatively, at the Respondent's option, the notice may be read by a Board agent in the presence of Dan O'Brien and Matt Harper and a representative of the Union. If either O'Brien or Harper is no longer an owner, then the Respondent shall designate another owner or officer to conduct or be present for the reading.

[10] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

(i) Within 21 days after service by the Region, file with the Regional Director for Region 9 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. August 13, 2019

John F. Ring, Chairman

Marvin E. Kaplan, Member

William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

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

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT threaten to close our Kraft and Pepsi jobsites and to re-open the jobsites under another name to discourage union activity.

WE WILL NOT threaten to fire you to discourage union activity.

WE WILL NOT coercively question you about your union membership, activities, and sympathies or those of other employees, or ask you to ascertain and disclose the same to us.

WE WILL NOT solicit complaints and grievances from you or promise you increased benefits or improved terms and conditions of employment to discourage you from selecting a union representative.

WE WILL NOT promise you improved wages and benefits, including a 401(k) plan, vacation and holiday pay, vision and health insurance, and pay raises to discourage union activity.

WE WILL NOT grant or offer you cash or purchase your lunch to discourage union activity.

WE WILL NOT discharge you because you form, join, or assist the Union and engage in concerted activities, and to discourage you from engaging in those activities.

WE WILL NOT fail and refuse to recognize and bargain with the Union as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, within 14 days from the date of the Board's Order, to the extent we have not already done so, offer Shane Smith full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL, to the extent we have not already done so, make Shane Smith whole for any loss of earnings and other benefits suffered as a result of his unlawful discharge, less any net interim earnings, plus interest, and WE WILL also make him whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL, to the extent we have not already done so, compensate Shane Smith for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and WE WILL file with the Regional Director for Region 9, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharge of Shane Smith, and WE WILL, within 3 days thereafter, notify him that this has been done and that the discharge will not be used against him in any way.

WE WILL, on request, to the extent that we have not already done so, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> All full-time and regular part-time yard spotter/hostler employees employed by us at the DHL facility located at 2842 Spiegel Drive, Groveport, Ohio and at the Ryder Logistics facility located at 3880 Groveport Road,

Obetz, Ohio, excluding all Office clerical employees, all professional employees, guards and supervisors as defined in the Act.

SHAMROCK CARTAGE, INC.

The Board's decision can be found at www.nlrb.gov/case/09-CA-204232 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.