

NLRB WEEKLY SUMMARY OF DECISIONS, AUGUST 24 – 28, 2015

September 11, 2015 | [National Labor Relations Board, Labor Relations](#)

The Summary of NLRB decisions for the week of August 24 – 28, 2015, is now available. **Summarized Board Decisions *Chemical Solvents, Inc. and Turn-To Transport, LLC, a single employer and/or alter egos*** ([08-CA-039218, et al.](#); [362 NLRB No. 164](#)) Cleveland, OH, August 24, 2015. The issues involved in this case arise in the context of the Respondent Chemical Solvents, Inc.'s (CSI) decision to subcontract its trucking operations and the subsequent implementation of that decision. The Board adopted the Administrative Law Judge's conclusion that the Respondent did not violate Section 8(a)(5) and (1) by unilaterally subcontracting the bargaining unit's driving work. The Board found that the parties' collective-bargaining agreement, which expressly entitled the Respondent to transfer work to any other entity, privileged the Respondent to unilaterally subcontract the work. The Board also affirmed the judge's conclusion that the Respondent's decision to lay off all the bargaining unit drivers and subcontract the driving work did not violate Section 8(a)(3) and (1). The Board found merit in the judge's finding that the Respondent demonstrated that it would have laid off all of the drivers for financial reasons, even in the absence of their union activities. The Board reversed the judge's finding that the Respondent violated Section 8(a)(5) and (1) by unilaterally implementing changes to the unit employees' health insurance benefits. The Board disagreed with the judge's conclusion that the Respondent had presented the change in health benefits to the Union as a *fait accompli*. Instead, the Board finds that the Respondent provided the Union with almost 7 weeks' notice, that the existing coverage was extended an additional month at the Respondent's request during which time the Respondent continued to search for more attractive alternative changes, and that the parties actually engaged in meaningful bargaining over the issue. Reversing the judge, the Board found that the Respondent's unilateral changes to its cell phone usage policy and pretrip reporting requirements violated Section 8(a)(5) and (1). The Board majority (Member Johnson found it unnecessary to pass on the issue) also adopted the judge's finding that the Respondent unlawfully failed to produce information requested by the Union that was related to the effects of the decision to subcontract the bargaining unit work. Based on this finding, and in the absence of exceptions, the Board adopted the judge's finding that the Respondent failed to bargain about the effects of its subcontracting decision in violation of Section 8(a)(5) and (1). To read more, visit the [NLRB's website](#).

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