



UNITED STATES GOVERNMENT

NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, D.C. 20570

February 27, 2026

Clerk, United States Court of
Appeals for the Third Circuit
21400 U.S. Courthouse
601 Market Street
Philadelphia, PA 19106-1790

Re: *NLRB v. Lodi Volunteer Ambulance Rescue
Squad, Inc.*, Board Case No. 22-CA-331846

Dear Clerk:

I am enclosing the Board's application for summary entry of a judgment enforcing the Board's order in the subject case and a proposed judgment.

Please serve a copy of the application on Respondent, whose address appears on the service list. I have served a copy of the Board's application and proposed judgment on each party admitted to participate in the Board proceedings, and their names and addresses also appear on the service list.

I am counsel of record for the Board and all correspondence should be addressed to me.

Very truly yours,

/s/Ruth E. Burdick

Ruth E. Burdick

Deputy Associate General Counsel

NATIONAL LABOR RELATIONS BOARD

1015 Half Street, S.E.

Washington, D.C. 20570

(202) 273-2960

cc & documents to: Service List

SERVICE LIST

RESPONDENT:

Donald Fleischer
Lodi Volunteer Ambulance
Rescue Squad, Inc.,
72 Kimmig Ave.
Lodi, NJ 07644

Telephone: (201) 638-3755
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CHARGING PARTY COUNSEL:

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CHARGING PARTY:

Frank Wagner, National Representative
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REGIONAL DIRECTOR:

Suzanne Sullivan, Regional Dir.
National Labor Relations Board
20 Washington Place, Fl 5
Newark, NJ 19107-6293

Tel: (973) 645-2100

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD :
 : No.
 :
 : Petitioner :
 :
 : v. :
 : Board Case No.:
 :
 : LODI VOLUNTEER AMBULANCE :
 : RESCUE SQUAD, INC. : 22-CA-331846
 :
 : Respondent :

APPLICATION FOR SUMMARY ENTRY OF A JUDGMENT
ENFORCING AN ORDER OF
THE NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Third Circuit:

The National Labor Relations Board (the “Board”), pursuant to Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. §§ 151, 160(e)), applies to this Court for summary entry of a judgment enforcing its order against Lodi Volunteer Ambulance Rescue Squad, Inc. (Respondent). The Board is entitled to summary enforcement of its order because Respondent failed to file a timely answer to the Board’s complaint and the Board entered an order by default.

In support, the Board shows:

A. Jurisdiction of this Court

This Court has jurisdiction over this application under Section 10(e) of the Act (29 U.S.C. § 160(e)). Venue is proper in this Circuit because the unfair labor practices occurred in New Jersey. The Board’s final order issued on January 28, 2026, and is reported at 374 NLRB No. 26.

B. Proceedings Before the Board

1. On January 28, 2025, the Acting General Counsel issued a corrected amended complaint and notice of hearing in Case No. 22-CA-331846, charging Respondent with certain violations of the Act. The complaint, in part, advised the Respondent that under the Board's Rules (29 C.F.R. 102.20 and 102.21), the Respondent was required to file an answer by February 11, 2025, and that if the Respondent failed to file an answer, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint are true.

2. Having not received an answer, on February 12, 2025, the regional attorney sent the Respondent a letter extending the time to file an answer and advising that if no answer was received by February 19, 2025, a recommendation would be made that a Motion for Default Judgment be filed with the Board.

3. Respondent did not file an answer or request an extension of time to file an answer.

4. Consequently, on March 12, 2025, counsel for the Acting General Counsel filed with the Board a Motion for Default Judgment based upon the Respondent's failure to file an answer to the complaint.

5. By order dated March 13, 2025, the Board transferred the case to itself and issued a Notice to Show Cause, giving Respondent until March 27, 2025, to

file with the Board a response to the Motion for Default Judgment.

6. Respondent did not file a response or request an extension. The allegations in the motion were therefore undisputed.

7. On January 28, 2026, the Board issued its Decision and Order granting the Motion for Default Judgment in the absence of good cause being shown for Respondent's failure to file an answer and entering an appropriate order against the Respondent.

C. The Board Is Entitled to Summary Enforcement of Its Order

On these facts, the Board is entitled to summary enforcement of its order against Respondent. Where a respondent in a Board proceeding fails to file an answer to the unfair labor practice complaint in a timely manner, the Board may, pursuant to Board Rule 102.20, absent a showing of "good cause," deem the complaint's allegations admitted, and then may enter an order, essentially by default, against the respondent. No cause for Respondent's failure to file a timely answer was alleged or shown here.

It is settled that the Board is entitled to have that default judgment summarily enforced. Under Section 10(e) of the Act (29 U.S.C. § 160(e)), no objection that has not been urged before the Board shall be considered by a court of appeals "unless the failure or neglect to urge such objection shall be excused

because of extraordinary circumstances.” This limitation is jurisdictional and its application is mandatory. *Woelke & Romero Framing v. NLRB*, 456 U.S. 645, 666-67 (1982). Interpreting that requirement, courts have consistently held that a respondent’s failure to assert a defense before the Board entitles the Board, absent extraordinary circumstances, to summary enforcement of its order. *See, e.g., Oldwick Materials, Inc. v. NLRB*, 732 F.2d 339, 341 (3d Cir. 1984); *NLRB v. A. Duie Pyle, Inc.*, 730 F.2d 119, 123 (3d Cir. 1984). *Accord, e.g., NLRB v. Ferguson Electric Co.*, 242 F.3d 426, 435 (2d Cir. 2001); *Father and Sons Lumber v. NLRB*, 931 F.2d 1093, 1095-96, 1097 (6th Cir. 1991); *NLRB v. Continental Hagen Corp.*, 932 F.2d 828, 830 (9th Cir. 1991). No such circumstances have been alleged or shown here.

WHEREFORE, the Board respectfully requests that the Court, after serving notice of the filing of this application on Respondent, enter judgment summarily enforcing the Board’s order in full. A proposed judgment is attached.

/s/Ruth E. Burdick
Ruth E. Burdick
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Dated in Washington, D.C.
this 27th day of February 2026

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD :
 : No.
 Petitioner :
 v. :
 : Board Case No.:
 LODI VOLUNTEER AMBULANCE :
 RESCUE SQUAD, INC. : 22-CA-331846
 :
 Respondent :

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Lodi Volunteer Ambulance Rescue Squad, Inc., its officers, agents, successors, and assigns, enforcing its order dated January 28, 2026, in Case No. 22-CA-331846, reported at 374 NLRB No. 26, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent Lodi Volunteer Ambulance Rescue Squad, Inc., its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).

Mandate shall issue forthwith.

BY THE COURT

Circuit Judge

DATED:

NATIONAL LABOR RELATIONS BOARD

v.

LODI VOLUNTEER AMBULANCE RESCUE SQUAD, INC.

ORDER

Lodi Volunteer Ambulance Rescue Squad, Inc., its officers, agents, successors, and assigns shall

1. Cease and desist from
 - (a) Failing and refusing to recognize and bargain collectively and in good faith with International Association of EMTs and Paramedics, Local R2-644 (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.
 - (b) Unilaterally changing the terms and conditions of employment of its unit employees by altering the work schedules of the unit by eliminating the 9 a.m. to 5 p.m. shift.
 - (c) Unilaterally changing the terms and conditions of employment of its unit employees by eliminating all paid full-time, regular part-time, and per diem emergency medical technician positions (the entire unit).
 - (d) 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) 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:

Included: All full-time and regular part-time, and per-diem emergency technicians employed by the Employer at its 72 Kimmig Avenue, Lodi, New Jersey, facility.

Excluded: All office clerical employees, professional employees, managers, guards, and supervisors as defined in the Act, and all other employees.
 - (b) Rescind the unlawful changes to employees' terms and conditions of employment implemented from about September 25, 2023, to about June 1, 2024, including

eliminating the 9 a.m. to 5 p.m. shift and eliminating all paid full-time, regular part-time, and per diem emergency medical technician positions (the entire unit).

- (c) Offer Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.
- (d) Make employees affected by the unlawful schedule changes and/or discharges whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the unlawful changes, in the manner set forth in the remedy section of this decision.
- (e) Compensate the employees affected by the unlawful schedule changes and/or discharges for the adverse tax consequences, if any, of receiving a lump-sum award, and file with the Regional Director for Region 22, within 21 days of the date the award amount is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).
- (f) File with the Regional Director for Region 22, within 21 days of the date the amount of the award is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each corresponding W-2 form(s) reflecting the award.
- (g) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharge of the discriminatees, and within 3 days thereafter, notify each discriminatee in writing that this has been done and that the discharge will not be used against any of them in any way.
- (h) 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 an electronic copy of such records if stored in electronic form, necessary to analyze the amount of the monetary award due under the terms of this Order.
- (i) Post at its facility in Lodi, New Jersey, copies of the attached notice. Copies of the notice, on a form provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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 its Lodi, New Jersey facility at any time since August 7, 2023.¹

- (j) Within 21 days after service by the Region, file with the Regional Director for Region 22 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.

¹ If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notice must be posted and read within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted and read within 14 days after the facility reopens and a substantial complement of employees has returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that “This notice is the same notice previously [sent or posted] electronically on [date].”

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 fail and refuse to recognize and bargain with International Association of EMTs and Paramedics, Local R2-644 (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, offer Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe whole for any loss of earnings and other benefits resulting from their unlawful discharges, less any net interim earnings, plus interest and WE WILL also make them whole for any other direct or foreseeable pecuniary harms suffered as a result of their unlawful discharges, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL rescind the unlawful changes to your terms and conditions of employment implemented on or about September 25, 2023.

WE WILL make employees affected by the unlawful changes whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the unlawful changes, plus interest.

WE WILL compensate Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe and employees affected by the unlawful changes to terms and conditions of employment for the adverse tax consequences, if any, of receiving a lump-sum award, and WE WILL file with the Regional Director for Region 22, within 21 days of the date the award amount is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL file with the Regional Director for Region 22, within 21 days of the date the award amount is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe's corresponding W-2 form(s) reflecting the award.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to our unlawful discharge of Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the discharge will not be used against them in any way.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following appropriate bargaining unit:

Included: All full-time and regular part-time, and per-diem emergency technicians employed by the Employer at its 72 Kimmig Avenue, Lodi, New Jersey, facility.

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

WE WILL post this notice at our facility in Lodi, New Jersey, for a period of 60 days. In addition, WE WILL post the notice electronically, including email, and by any such means as we generally use to communicate with you.

LODI VOLUNTEER AMBULANCE RESCUE SQUAD, INC.

The Board's decision can be found at www.nlr.gov/case/22-CA-331846 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.



UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD :
 : No.
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 : Petitioner :
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 : v. :
 : Board Case No.:
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 : LODI VOLUNTEER AMBULANCE :
 : RESCUE SQUAD, INC. : 22-CA-331846
 :
 : Respondent :

CERTIFICATE OF SERVICE

The undersigned certifies that one copy each of the Board's application for summary entry of judgment, and proposed judgment, in the above-captioned case, has this day been served by first class mail upon the following party at the address listed below:

Donald Fleischer
Lodi Volunteer
Ambulance Rescue Squad, Inc.,
72 Kimmig Ave.
Lodi, NJ 07644

David Solomon, Esq.
John R. Vreeland, Esq.
Jackson Lewis, P.C.
200 Connell Drive, Suite 2000
Berkeley Heights, NJ 07922

/s/Ruth E. Burdick
Ruth E. Burdick
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, S.E.
Washington, D.C. 20570

Dated at Washington, D.C.
this 27th day of February 2026

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

Lodi Volunteer Ambulance Rescue Squad, Inc. and International Association of EMTs and Paramedics, Local R2-644. Case 22–CA–331846

January 28, 2026

DECISION AND ORDER

BY MEMBERS PROUTY, MURPHY, AND MAYER

The Acting General Counsel seeks a default judgment in this case on the ground that Lodi Volunteer Ambulance Rescue Squad, Inc. (the Respondent) has failed to file an answer to the corrected amended complaint. Upon a charge filed by International Association of EMTs and Paramedics, Local R2-644 (the Union) on December 8, 2023, and served upon the Respondent on December 14, 2023, the Acting General Counsel issued a corrected amended complaint and notice of hearing on January 28, 2025, against the Respondent alleging that it violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On March 12, 2025, the Acting General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On March 13, 2025, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted.¹ The Respondent filed no response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the corrected amended complaint affirmatively states that unless an answer is received on or before February 11, 2025, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the Acting General Counsel's motion disclose that the Region, by letter sent via e-mail and first class mail and dated February 12, 2025, advised the Respondent that it had not received an answer and that its failure to file and serve its answer by February 19, 2025, would result in Region 22 filing a motion for default judgment asking the Board to find the allegations in the complaint to be admitted as true. Nevertheless, the Respondent failed to file an answer.

¹ We hereby ratify the March 13, 2025 issuance of the Notice to Show Cause.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations of the complaint to be admitted as true, and we grant the Acting 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, a New Jersey nonprofit corporation has been engaged in the provision of ambulance and medical services from its 72 Kimmig Avenue, Lodi, New Jersey facility (the Respondent's facility).

During the preceding twelve months, in conducting its business operations described above in subparagraph (a), the Respondent derived gross revenue in excess of \$250,000. During the preceding twelve months, the Respondent purchased and received at its facility goods and supplies valued in excess of \$50,000 directly from suppliers located outside the State of New Jersey.

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 is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals have 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/or agents of the Respondent within the meaning of Section 2(13) of the Act:

Donald Fleischer	-	Supervisor
Chris Perrelli	-	President
Brianna Perrelli	-	Captain

1. (a) 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:

Included: All full-time and regular part-time, and per diem emergency technicians employed by the Employer at its 72 Kimmig Avenue, Lodi, New Jersey, facility.

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

On August 3, 2023, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

At all times since August 3, 2023, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

2. (a) About August 7, 2023, the Union telephonically requested that the Respondent bargain collectively with it as the exclusive collective-bargaining representative of the unit for an initial collective-bargaining agreement.

(b) About August 7, 2023, the Respondent initially agreed to meet and bargain.

(c) About September 6 and 28, October 31, and November 2 and 6, 2023, the Union, by United States mail and electronic mail, reiterated its request described in subparagraph (a) that the Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the unit.

(d) Since about August 7, 2023, the Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the unit.

3. (a) About September 25, 2023, the Respondent unilaterally altered the work schedules of the unit, by eliminating the 9 a.m. to 5 p.m. shift.

(b) About June 1, 2024, the Respondent unilaterally eliminated all paid full-time, regular part-time, and per diem emergency medical technician positions (the entire unit).

(c) The subjects set forth in subparagraphs (a) and (b) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(d) The Respondent engaged in the conduct described above in subparagraphs (a) and (b) without prior notice to the Union and without affording the Union an opportunity to bargain with respect to this conduct and the effects of this conduct.

CONCLUSIONS OF LAW

By the conduct described above in paragraphs 2 and 3, the 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 and in violation of Section 8(a)(1) and (5) of the Act.² 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 it to cease and desist from engaging in this conduct and to take certain affirmative action designed to effectuate the policies of the

² Because we find that the Respondent violated Sec. 8(a)(5) by unilaterally eliminating all positions in the unit, we do not address the Acting General Counsel's alternative request to find that the Respondent

Act. Specifically, we shall order the Respondent to recognize and bargain in good faith with the Union and, if an understanding is reached, to embody the understanding in a signed agreement. We shall also order the Respondent to rescind its decision to eliminate the 9 a.m. to 5 p.m. shift, restore that shift, and make affected employees whole, with interest, for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the unlawful changes as prescribed in *Ogle Protection Service*, 183 NLRB 682 (1970), enf'd. 444 F.2d 502 (6th Cir. 1971), plus 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).

Further, we shall order the Respondent to compensate employees affected by the unlawful changes to terms and conditions of employment for the adverse tax consequences, if any, of receiving a lump-sum award and to file a report with the Regional Director for Region 22 allocating the award(s) to the appropriate calendar year(s). *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). In addition to the backpay allocation report, we shall order the Respondent to file with the Regional Director for Region 22 a copy of each affected employee's corresponding W-2 form(s) reflecting the backpay award. *Cascades Containerboard Packaging—Niagara*, 370 NLRB No. 76 (2021), as modified in 371 NLRB No. 25 (2021). The interest on backpay runs to the date of payment and should be computed at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra.

We shall also order the Respondent to restore all of its paid full-time, regular part-time, and per diem emergency medical technician positions and to offer Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe full reinstatement to their former jobs, or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. The Respondent shall also be required to remove from its files any reference to the unlawful discharge of Altenkirch, Desai, Hellpap, Kortenhaus, McCreadie, Navarro, Romaniello, Samra, Souiber, Tahir, and Volpe and to notify each of them in writing that this has been done and that the discharge will not be used against any of them in any way.

We shall also order that the Respondent make Altenkirch, Desai, Hellpap, Kortenhaus, McCreadie, Navarro,

violated Sec. 8(a)(5) by partially closing its ambulance and medical service business.

Romaniello, Samra, Souiber, Tahir, and Volpe whole, with interest, for any loss of earnings and other benefits suffered as a result of the unlawful discharge(s). Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. In accordance with the Board's decision in *King Soopers, Inc.*, 364 NLRB 1153 (2016), enfd. in relevant part 859 F.3d 23 (D.C. Cir. 2017), we shall also order the Respondent to compensate Altenkirch, Desai, Hellpap, Kortenhaus, McCreadie, Navarro, Romaniello, Samra, Souiber, Tahir, and Volpe for their 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. In addition, in accordance with the Board's decision in *Thryv, Inc.*, 372 NLRB No. 22 (2022), the Respondent shall also compensate Altenkirch, Desai, Hellpap, Kortenhaus, McCreadie, Navarro, Romaniello, Samra, Souiber, Tahir, and Volpe for any other direct or foreseeable pecuniary harms incurred as a result of their unlawful discharge, if any, regardless of whether these expenses exceed interim earnings.³ Compensation for these harms 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.

We also grant the Acting General Counsel's request to extend the certification year as beginning on the date the Respondent begins to bargain in good faith with the Union and continuing for 12 months. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); *Burrows Paper Corp.*, 332 NLRB 82, 82 fn. 3 (2000); accord *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964).

The Respondent shall be required to post the notice to employees in the Respondent's facility in all places where notices to employees are customarily posted for 60 days and to electronically distribute the notice to employees, if Respondent customarily communicates with employees by such means.

³ Members Murphy and Mayer find no need at this time to express an opinion whether the novel remedies announced by the Board majority in *Thryv* are permissible under the Act. They agree to apply that precedent in the absence of a three-member majority to overrule it. They also note

ORDER

The National Labor Relations Board orders that the Respondent, Lodi Volunteer Ambulance Rescue Squad, Inc., Lodi, New Jersey, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain collectively and in good faith with International Association of EMTs and Paramedics, Local R2-644 (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Unilaterally changing the terms and conditions of employment of its unit employees by altering the work schedules of the unit by eliminating the 9 a.m. to 5 p.m. shift.

(c) Unilaterally changing the terms and conditions of employment of its unit employees by eliminating all paid full-time, regular part-time, and per diem emergency medical technician positions (the entire unit).

(d) 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) 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:

Included: All full-time and regular part-time, and per diem emergency technicians employed by the Employer at its 72 Kimmig Avenue, Lodi, New Jersey, facility.

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

(b) Rescind the unlawful changes to employees' terms and conditions of employment implemented from about September 25, 2023, to about June 1, 2024, including eliminating the 9 a.m. to 5 p.m. shift and eliminating all paid full-time, regular part-time, and per diem emergency medical technician positions (the entire unit).

(c) Offer Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe full reinstatement to their former jobs or, if those jobs no longer exist, to

that determinations regarding the legality of specific forms of novel relief under *Thryv* are premature at this initial litigation stage and will be addressed only if and when they are actually sought in a subsequent compliance proceeding. See Acting General Counsel Memo 25-06.

substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(d) Make employees affected by the unlawful schedule changes and/or discharges whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the unlawful changes, in the manner set forth in the remedy section of this decision.

(e) Compensate the employees affected by the unlawful schedule changes and/or discharges for the adverse tax consequences, if any, of receiving a lump-sum award, and file with the Regional Director for Region 22, within 21 days of the date the award amount is fixed, either by a agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

(f) File with the Regional Director for Region 22, within 21 days of the date the amount of the award is fixed by a agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each corresponding W-2 form(s) reflecting the award.

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

(h) 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 an electronic copy of such records if stored in electronic form, necessary to analyze the amount of the monetary award due under the terms of this Order.

(i) Post at its facility in Lodi, New Jersey, copies of the attached notice. Copies of the notice, on a form provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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 its Lodi, New Jersey facility at any time since August 7, 2023.⁴

(j) Within 21 days after service by the Region, file with the Regional Director for Region 22 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. January 28, 2026

David M. Prouty, Member

James R. Murphy, Member

Scott A. Mayer, 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

⁴ If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notice must be posted and read within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted and read within 14 days after the facility reopens and a substantial complement of employees has returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic

means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted, Read, and Mailed by Order of the National Labor Relations Board" shall read "Posted, Read, and Mailed Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

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 fail and refuse to recognize and bargain with International Association of EMTs and Paramedics, Local R2-644 (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, offer Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe whole for any loss of earnings and other benefits resulting from their unlawful discharges, less any net interim earnings, plus interest and WE WILL also make them whole for any other direct or foreseeable pecuniary harms suffered as a result of their unlawful discharges, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL rescind the unlawful changes to your terms and conditions of employment implemented on or about September 25, 2023.

WE WILL make employees affected by the unlawful changes whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the unlawful changes, plus interest.

WE WILL compensate Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe and employees affected by the unlawful changes to terms and conditions of employment for the adverse tax consequences, if

any, of receiving a lump-sum award, and WE WILL file with the Regional Director for Region 22, within 21 days of the date the award amount is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

WE WILL file with the Regional Director for Region 22, within 21 days of the date the award amount is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe's corresponding W-2 form(s) reflecting the award.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to our unlawful discharge of Jesse Altenkirch, Mahir Desai, Jordyn Hellpap, Michael Kortenhaus, Ryan McCreadie, Marco Navarro, Nicholas Romaniello, Navjot Samra, Ikhlass Souiber, Noor Tahir, and Gina Volpe, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the discharge will not be used against them in any way.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following appropriate bargaining unit:

Included: All full-time and regular part-time, and per diem emergency technicians employed by the Employer at its 72 Kimmig Avenue, Lodi, New Jersey, facility.

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

WE WILL post this notice at our facility in Lodi, New Jersey, for a period of 60 days. In addition, WE WILL post the notice electronically, including email, and by any such means as we generally use to communicate with you.

LODI VOLUNTEER AMBULANCE RESCUE SQUAD, INC.

The Board's decision can be found at www.nlr.gov/case/22-CA-331846 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.

