USC Care Medical Group, Inc. (USC Student Health Department) *and* National Union of Healthcare Workers (NUHW). Case 31–CA–360815

February 18, 2026

DECISION AND ORDER

BY MEMBERS PROUTY, MURPHY, AND MAYER

This is a refusal-to-bargain case in which USC Care Medical Group, Inc. (the Respondent) is contesting the Union's certification as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on February 24, 2025, by the National Union of Healthcare Workers (the Union), the Acting General Counsel issued a complaint on April 1, 2025, alleging that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain with the Union following the Union's certification in Case 31–RC–320083. (Official notice is taken of the record in the representation proceedings as defined in the Board's Rules and Regulations, Secs. 102.68 and 102.69(d). *Frontier Hotel*, 265 NLRB 343 (1982).) The Respondent filed an answer, admitting in part and denying in part the allegations in the complaint and asserting affirmative defenses.

On May 2, 2025, the Acting General Counsel filed a Motion for Summary Judgment. On June 12, 2025, Chief Administrative Law Judge Robert A. Giannasi, acting pursuant to 29 C.F.R. §102.179, issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On June 26, 2025, the Respondent filed a response.[1]

Ruling on Motion for Summary Judgment

The Respondent admits that it has refused to bargain but asserts that it has no duty to bargain and contests the validity of the Union's certification of representative based on its contention, raised and rejected in the underlying representation proceeding, that the unit is inappropriate.[2]

[1] The Respondent asserts that summary judgment is not appropriate because the changes in healthcare after the COVID-19 pandemic warrant re-examination of the Board's decision in *Specialty Healthcare*, 357 NLRB 934 (2011), and, when evaluating the appropriateness of the unit in the instant case, the Region and the Board should have considered all three of the Respondent's student health centers as a single facility. Because these are arguments that were or could have been raised in the underlying representation proceeding, they present no barrier to granting summary judgment. See *Wolf Creek Nuclear Operating Corp.*, 366 NLRB No. 30, slip op. at 1 fn. 2 (2018), enfd. mem. 762 F. App'x 461 (10th Cir. 2019).

[2] In its answer to the complaint, the Respondent denies the pars. alleging that the unit is an appropriate unit under Sec. 9(a) of the Act (par. 5(a)); the Union has been the unit employees' exclusive collective-bargaining representative (par. 5(e)); the Respondent refused to bargain with the Union (par. 6(b)); the Respondent has violated the Act (par. 7); and the Respondent's unfair labor practices affect commerce (par. 8). For pars. 5(b) (reciting the dates of the representation election and certification) and 5(d) (noting the date that the Board denied the Respondent's Request for Review), the Respondent states that they set forth a legal conclusion to which no answer is required, denies that the bargaining unit is appropriate, and generally denies all remaining allegations.

In addition, the Respondent advances various affirmative defenses attesting to the lawfulness of its conduct (fourth and fifth affirmative defenses), asserting that the Union is not entitled to relief (third and fourth affirmative defenses), and reiterating various claims raised in the representation proceeding (eleventh and twelfth affirmative defenses). In its response to the Notice to Show Cause, the Respondent continues to argue that the certified bargaining unit is an inappropriate partial unit that should include employees at the Respondent's other facilities. All representation issues were fully litigated and resolved in the underlying representation proceeding; thus, we conclude that the Respondent's denials and affirmative defenses do not raise any issues warranting a hearing. Further, by letter dated February 21, 2025, the Respondent informed the Union of its refusal to bargain as a means of testing the Union's certification. The Acting General Counsel attached this letter to his Motion for Summary Judgment, and the Respondent does not dispute its authenticity. Based on this admission, we find that the Respondent has failed and refused to recognize and bargain with the Union, notwithstanding its assertions otherwise. *Biewer Wisconsin Sawmill*, 306 NLRB 732, 732 (1992).

The Respondent's answer also advances additional affirmative defenses, including that the complaint fails to state a claim (first affirmative defense); the complaint lacks factual specificity (second affirmative defense); the complaint constitutes actions beyond the Board or Region's authority (seventh affirmative defense); and denies the Respondent due process (fifth, sixth, and thirteenth affirmative defenses). Further, its affirmative defenses assert that the Board members and the Board's administrative law judges are unconstitutionally insulated from removal because the President does not have unfettered power to remove them, in violation of Article II of the Constitution, and that it is entitled to a jury trial under the Seventh Amendment of the Constitution (eighth, ninth, and tenth affirmative defenses). For all but the removal claims, the Respondent has not offered any explanation or evidence to support its bare assertions. We therefore find them insufficient to warrant denial of the Acting General Counsel's Motion for Summary Judgment. See, e.g., *Sysco Central California, Inc.*, 371 NLRB No. 95, slip op. at 1 fn. 1 (2022); *Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino*, 366 NLRB No. 58, slip op. at 1 fn. 1 (2018) (citing cases), enfd. sub nom. *Operating Engineers Local 501 v. NLRB*, 949 F.3d 477 (9th Cir. 2020).

In addition, there is no merit to the Respondent's claim that it is entitled to a jury trial pursuant to the Seventh Amendment, as the Supreme Court has considered, and rejected, this contention. *NLRB v. Jones & Laughlin Steel Corp.*, 301 U.S. 1, 48–49 (1937). Lastly, because there is no evidence that the Respondent suffered any harm from the Board members' or administrative law judges' removal protections, its Article II claims are denied. See *SJT Holdings, Inc.*, 372 NLRB No. 82 slip op. 1 fn.4 (2023) (citing *Collins v. Yellen*, 594 U.S. 220, 257-258 (2021), and *Calcutt v. FDIC*, 37 F.4th 293, 316 (6th Cir. 2022), revd. per curiam on other grounds, 598 U.S. 623 (2023)); *K & R Contractors, LLC v. Keene*, 86 F.4th 135, 148–149 (4th Cir. 2023) ("[R]egardless of how we answer the constitutional question presented by the removal provisions, we would be required to deny the petition because [the petitioner] has not

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding. The Respondent does not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor has it established any special circumstances that would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondent has not raised any representation issue that is properly litigable in this unfair labor practice proceeding. See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941). Accordingly, we grant the Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a California nonprofit corporation with an office and place of business in Los Angeles, California and has been engaged in operating an ambulatory care clinic for students of the University of Southern California.

In conducting its operations described above, during the 12-month period ending July 10, 2023, the Respondent derived gross revenue in excess of $250,000 from the operation of its ambulatory care clinics. During the period of time described above, the Respondent purchased and received goods valued in excess of $5000 directly from points located outside the State of California.

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

A. The Certification

Following an election conducted by secret ballot on April 17, 2024, the Acting Regional Director issued a Decision and Certification of Representative in Case 31–RC–320083 on April 25, 2024, certifying the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

> Included: All full-time, regular part-time, and per diem Medical Assistants, Licensed Vocational Nurses, and Radiology Technologists in the Engemann Student Health Center currently located at 1031 West 34th Street, Los Angeles, CA 90089.
>
> Excluded: All other employees, other represented employees, managerial employees, confidential employees, physicians, Registered Nurses, guards, and supervisors as defined by the National Labor Relations Act.

On January 7, 2025, the Board denied the Respondent's request for review of the Acting Regional Director's decision. The Union continues to be the exclusive collective-bargaining representative of the unit employees under Section 9(a) of the Act.

B. Refusal to Bargain

The Acting General Counsel alleges that on about January 17, 2025, the Union, by email, requested that the Respondent bargain with the Union as the exclusive collective-bargaining representative of the unit. On about February 21, 2025, the Respondent notified the Union, by letter, that it would not bargain as a means to test the Union's certification. Since February 21, 2025, and continuing to date, the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.

We find that the Respondent's conduct constitutes an unlawful failure and refusal to recognize and bargain with the Union in violation of Section 8(a)(5) and (1) of the Act.

CONCLUSION OF LAW

By failing and refusing to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the unit since about February 21, 2025, the Respondent has engaged in an unfair labor practice affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall order it to cease and desist, to bargain on request with the Union and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of the certification as beginning on the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.,* 136 NLRB 785 (1962); 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).

asserted any harm resulting from the allegedly unconstitutional statutes[.]").

ORDER

The National Labor Relations Board orders that the Respondent, USC Care Medical Group, Inc., Los Angeles, California, and its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with the National Union of Healthcare Workers (the Union) as the exclusive collective-bargaining representative of the unit employees.

(b) 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) On request, 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, regular part-time, and per diem Medical Assistants, Licensed Vocational Nurses, and Radiology Technologists in the Engemann Student Health Center currently located at 1031 West 34th Street, Los Angeles, CA 90089.
>
> Excluded: All other employees, other represented employees, managerial employees, confidential employees, physicians, Registered Nurses, guards, and supervisors as defined by the National Labor Relations Act.

(b) Within 14 days after service by the region, post at its facility in Los Angeles, California, copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Region 31, 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 any time since February 21, 2025.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 31 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. February 18, 2026

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David M. Prouty, Member

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James R. Murphy, Member

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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

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 the National Union of Healthcare Workers (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit described below.

[3] 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."

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, 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, regular part-time, and per diem Medical Assistants, Licensed Vocational Nurses, and Radiology Technologists in the Engemann Student Health Center currently located at 1031 West 34th Street, Los Angeles, CA 90089.

Excluded: All other employees, other represented employees, managerial employees, confidential employees, physicians, Registered Nurses, guards, and supervisors as defined by the National Labor Relations Act.

USC CARE MEDICAL GROUP, INC.

The Board's decision can be found at www.nlrb.gov/case/31-CA-360815 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.