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Jetstream Ground Services, Inc. and Service Employees International Union (SEIU), Local 32BJ.
Case 10–CA–324158

April 7, 2026

DECISION AND ORDER¹

BY CHAIRMAN MURPHY AND MEMBERS PROUTY
AND MAYER

This is a refusal-to-bargain case in which Jetstream Ground Services, Inc. (the Respondent) is contesting the Union’s certification as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on August 21, 2023, and first amended charge filed on August 7, 2025,² by Service Employees International Union (SEIU), Local 32BJ (the Union), the General Counsel³ issued a complaint on December 9, 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 10–RC–304155. (Official notice is taken of the

¹ Member Prouty, who is recused, is a member of the panel but took no part in the consideration of this case on the merits. In *New Process Steel v. NLRB*, 560 U.S. 674 (2010), the Supreme Court left undisturbed the Board’s practice of deciding cases with a two-member quorum when one of the panel members has recused himself. Under the Court’s reading of the Act, “the group quorum provision [of Sec. 3(b)] still operates to allow any panel to issue a decision by only two members if one member is disqualified.” *New Process Steel*, 560 U.S. at 688; see also, e.g., *NLRB v. New Vista Nursing & Rehabilitation*, 870 F.3d 113, 127-128 (3d Cir. 2017); *D. R. Horton, Inc.*, 357 NLRB 2277, 2277 fn. 1 (2012), enf’d. in relevant part 737 F.3d 344 (5th Cir. 2013); *1621 Route 22 West Operating Co.*, 357 NLRB 1866, 1866 fn. 1 (2011), enf’d. 725 Fed. Appx. 129 (3d Cir. 2018).

² In its answer, the Respondent denies, based on lack of personal knowledge, that the charge and amended charge were filed on August 21, 2023 and August 7, 2025, respectively, and that it was served with those charges. Copies of the charges and the affidavits of service are attached as Exhs. 20 and 23 to the General Counsel’s motion, and the Respondent has not contested the authenticity of those documents in its response to the Notice to Show Cause.

³ Although this case spans the transition from then-Acting General Counsel William B. Cowen to now General Counsel Crystal S. Carey, for simplicity, we use the term General Counsel throughout.

⁴ The General Counsel’s reply was rejected as untimely.

⁵ In its answer, the Respondent denies numerous complaint allegations and raises several affirmative defenses. None warrant denying the General Counsel’s motion. The Respondent contests that it is an employer engaged in commerce within the meaning of the Act (Ans. ¶ 2(c) and third and fourth affirmative defenses); that the certified unit is appropriate for the purposes of collective bargaining (Ans. ¶ 4); and that at all times since May 19, 2023, the Union has been the exclusive collective-bargaining representative of the unit employees (Ans. ¶ 5(b)). Because those issues were, or could have been, fully litigated and resolved in the underlying representation proceeding, we conclude that those

record in the representation proceeding 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 January 6, 2026, the General Counsel filed a Motion for Summary Judgment. On January 8, 2026, the Board issued an Order Transferring the Proceeding to the Board and a Notice to Show Cause why the motion should not be granted. Also on January 8, 2026, the Union filed a memorandum of law in support of the General Counsel’s motion. On January 29, 2026, the Respondent filed a response to the Notice to Show Cause and cross-motion for summary judgment.⁴

Ruling on Motion for Summary Judgment

The Respondent admits its refusal to bargain, but contests the validity of the certification on the basis of its contentions, raised and rejected in the underlying representation proceeding, that the certified unit is not appropriate and that it is not an employer within the meaning of the Act but rather is subject to the Railway Labor Act, and, therefore, the Board lacks jurisdiction.⁵

denials and affirmative defenses do not raise any issues warranting a hearing.

The Respondent also denies that it has violated the Act and that its unfair labor practices affect commerce. (Ans. ¶¶ 8-9 and fifth affirmative defense.) The Respondent, however, has admitted (Ans. ¶ 7) that it refused the Union’s request to bargain. This admission is sufficient to establish a violation of the Act. See *Randalls Food & Drug, L.P.*, 369 NLRB No. 100, slip op. at 1 fn.1 (June 9, 2020).

In its first and second affirmative defenses, the Respondent advances vague assertions about the statute of limitations and uncharged allegations. The Respondent has not, however, offered any explanation or evidence to support these bare assertions, and we find them insufficient to warrant denial of the 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), enf’d. sub nom. *Operating Engineers Local 501 v. NLRB*, 949 F.3d 477 (9th Cir. 2020); *George Washington University*, 346 NLRB 155, 155 fn. 2 (2005), enf’d. mem. per curiam No. 06-1012, 2006 WL 4539237 (D.C. Cir. Nov. 27, 2006); *Circus Circus Hotel*, 316 NLRB 1235, 1235 fn. 1 (1995).

Lastly, in its seventh, eighth, and ninth affirmative defenses, the Respondent advances constitutional claims. Because there is no evidence that the Respondent suffered any harm from the Act’s removal protections for its Board members and administrative law judges, we reject the Respondent’s defenses based on Article II. 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), rev’d 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 K & R has not asserted any harm resulting from the allegedly unconstitutional statutes[.]”). We find no merit to the Respondent’s

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. In its answer and in its response to the Board's Notice to Show Cause, the Respondent argues that the Board should deny the General Counsel's motion and instead grant summary judgment in its favor based on changed circumstances. Namely, the Respondent asserts that, as of December 2025, it no longer employs any individuals in the bargaining unit and has begun dissolution of its business.

Even if true, "[i]t is well settled that mere discontinuance in business does not necessarily render moot allegations of unfair labor practices against a respondent." *Redway Carriers*, 301 NLRB 1113, 1113 & fn.3 (1991) (citing cases). Cf. *Bluefield Hosp. Co., LLC d*, 361 NLRB 1389, 1390 & fn.4 (2014) (stating that "an employer may not defend an earlier refusal to bargain by relying on subsequent events" and finding that the respondent could use a subsequent compliance proceeding to establish that subsequent events "relieved them of their obligations to bargain with the Union prospectively"). A Board Order is a vindication of public policy. Because such an order is binding not only on a named respondent but also on its "officers, agents, successors and assigns," it cannot be said that the cessation of a business necessarily means that there is no possibility of remedying the unfair labor practices found. Therefore, we shall issue conclusions of law, a remedy, and an order appropriate to the violations found.

Accordingly, we 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). We grant the Motion for Summary Judgment.⁶

On the entire record, the Board makes the following

claim that it is entitled to a trial by jury 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).

⁶ The Respondent's request that the complaint be dismissed and cross-motion for summary judgment are therefore denied. Chairman Murphy and Member Mayer did not participate in the prior representation proceeding. They agree, however, that the Respondent has not raised any new matters that are properly litigable in this unfair labor practice proceeding and that summary judgment is appropriate, with the parties retaining their respective rights to litigate relevant issues on appeal.

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business in Jupiter, Florida with various locations throughout the United States, including its facility located at 5501 Josh Birmingham Parkway, Charlotte, North Carolina (the Respondent's facility), and has been engaged in providing aviation ground support services.

In conducting operations annually, the Respondent performed services valued in excess of \$50,000 in States other than the State of North Carolina.

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 March 7 and 9, 2023, and a runoff election conducted by secret ballot on May 9 and 11, 2023,⁷ the Regional Director for Region 10 issued a Certification of Representative in Case 10-RC-304155 on May 19, 2023, certifying the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All full-time and regular part-time employees employed by the Employer at Charlotte Douglas International Airport performing aircraft cleaning, cargo, mail handling and ramp handling services, but excluding all office clerical employees, professional employees, managers, supervisors and guards as defined in the Act.

On December 11, 2024, the Board granted in part and denied in part the Respondent's request for review of the Regional Director's Decision and Direction of Election and affirmed, on the merits, the Regional Director's determination that the Board has jurisdiction.⁸ The Union continues to be the exclusive collective-bargaining representative of the employees in the unit under Section 9(a) of the Act.

⁷ On March 7, 2023, the Board (then-Chairman McFerran and then-Members Wilcox and Kaplan) denied the Union's Request for Review of the Regional Director's letter setting forth the election details and denied its request for extraordinary relief as moot.

⁸ On July 11, 2023, the Board (then-Chairman McFerran and then-Member Wilcox, then-Member Kaplan, dissenting in part) had denied the Respondent's request to set aside the certification or, alternatively, to stay the proceedings pending the National Mediation Board's expected advisory opinion on the question of jurisdiction. On December 3, 2024, the National Mediation Board issued that opinion, 52 NMB No. 14, finding no Railway Labor Act jurisdiction in this case.

B. Refusal to Bargain

About May 25, 2023, in writing by electronic mail, the Union 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. Since about July 12, 2023, 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 July 12, 2023, the Respondent has engaged in unfair labor practices 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).

ORDER

The National Labor Relations Board orders that the Respondent, Jetstream Ground Services, Inc., Charlotte, North Carolina, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with Service Employees International Union (SEIU), Local 32BJ (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(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:

All full-time and regular part-time employees employed by the Employer at Charlotte Douglas International Airport performing aircraft cleaning, cargo, mail handling and ramp handling services, but excluding all office clerical employees, professional employees, managers, supervisors and guards as defined in the Act.

(b) Within 14 days of service by the Region, post at its facility in Charlotte, North Carolina, copies of the attached notice marked "Appendix."⁹ Copies of the notice, on forms provided by the Regional Director for Region 10, 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 July 12, 2023.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 10 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. April 7, 2026

James R. Murphy,

Chairman

⁹ 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

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 Service Employees International Union (SEIU), Local 32BJ (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, 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:

All full-time and regular part-time employees employed by the Employer at Charlotte Douglas International Airport performing aircraft cleaning, cargo, mail handling and ramp handling services, but excluding all office clerical employees, professional employees, managers, supervisors and guards as defined in the Act.

JETSTREAM GROUND SERVICES, INC.

The Board's decision can be found at www.nlr.gov/case/10-CA-324158 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.

