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**Manteca District Volunteer Ambulance Service and
United Steel, Paper and Forestry, Rubber, Manu-
facturing, Energy, Allied Industrial and Service
Workers International Union, AFL-CIO, CLC.**
Case 32-CA-319646

July 23, 2026

ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY
AND MAYER

The Respondent's Motion for Summary Judgment, the General Counsel's Cross-Motion for Summary Judgment, and the Union's Cross-Motion for Summary Judgment are denied. The Respondent, General Counsel, and the Union have failed to establish that there are no genuine issues of material fact warranting a hearing and that any party is entitled to judgment as a matter of law.¹

Dated, Washington, D.C. July 23, 2026

James R. Murphy, Chairman

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

MEMBER PROUTY, dissenting.

In October 2024, the General Counsel, the Respondent, and Charging Party United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (the Union) each sought summary judgment in this case. On October 8, 2024, all three parties filed a joint motion for a briefing schedule on summary judgment "in light of the Parties desire to work together to ensure the timely and efficient adjudication of this matter." On December 11, 2024, the Board issued a notice to show cause why summary judgment should not be granted. Although the General Counsel and the Respondent filed responses urging

¹ To the extent our dissenting colleague suggests that the litigation positions taken by parties seeking summary judgment before the Board control the determination whether genuine issues of material fact exist, we disagree. We also disagree that any party has established that they are entitled to judgment as a matter of law. Neither the General Counsel

that summary judgment be granted for different reasons, no party argued that summary judgment should not be granted at all. Nonetheless, my colleagues have decided to deny the motions, thereby requiring the parties to hold an evidentiary hearing, to await a decision before an administrative law judge, and then to file any exceptions to the judge's decision before this case returns to the Board for further review. For the reasons explained below, I respectfully disagree with this unwarranted delay in resolution of this matter and would grant the General Counsel's and the Union's cross motions for summary judgment and deny the Respondent's motion.

I.

"It is a settled principle that for summary judgment to be appropriate the record must show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Conoco Chemicals Co.*, 275 NLRB 39, 40 (1985) (citing *Stephens College*, 260 NLRB 1049, 1050 (1982)); see also *Spectrum Health Services, Inc.*, 372 NLRB No. 21, slip op. at 2 (2022). The Federal Rules of Civil Procedure, which set forth the summary judgment standard applied by the federal district courts and were cited by the Board in *Stephens College*, provide that "[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a).

Neither the General Counsel nor the Respondent nor the Union asserts that there are any material factual issues in dispute. Moreover, the parties' pleadings and motion and cross motions for summary judgment, including the attached exhibits, demonstrate that there are no material factual issues in dispute. The record in this case shows the following undisputed facts.

On about April 11, 2023,¹ the Respondent voluntarily recognized the Union as the exclusive collective-bargaining representative of a unit of paramedics and EMTs pursuant to a card check agreement and the certification of the card count. On April 24, in anticipation of the Union requesting information and wanting to schedule dates to bargain for an initial collective-bargaining agreement, the Respondent voluntarily provided the Union with bargaining-related information. On May 5, the Union requested that the Respondent furnish it with additional information

nor the Union has established that all of the information sought was relevant under Board law, and the Respondent has not established that none of the information sought was relevant under Board law.

¹ All dates hereinafter are in 2023 unless otherwise indicated.

relevant to its duty as the collective-bargaining representative.²

On May 19, bargaining unit employee Michael Radan filed a decertification petition, docketed as Case 32–RD–318423. Although the petition indicated that a substantial number (30 percent or more) of the employees in the unit no longer wished to be represented by the Union, there is no evidence—and the Respondent does not claim—that the petition was supported by a majority of unit employees. On May 23, the Union renewed its May 5 information request. On May 24, the Respondent notified the Union that it would not provide the requested information because the decertification petition put on hold any obligation that it had to bargain. On May 31, the Union again renewed its May 5 information request. On June 1, the Respondent again informed the Respondent that it would not furnish the Union with the requested information. On June 5, the Union filed the instant unfair labor practice charge.

On July 26, the Regional Director issued a Decision and Direction of Election in Case 32–RD–318423 directing a mail-ballot election because the requirements under then-Section 103.21 of the Board’s Rules and Regulations to effectuate a voluntary recognition bar had not been satisfied.³ On August 21, the Board denied the Union’s request for review of the Regional Director’s Decision and Direction of Election. The August 23 tally of ballots from the mail-ballot election in Case 32–RD–318423 showed that 11 votes were cast for the Union and 13 votes were cast against. The Union filed objections to the election, which are still pending before the Region, that mirror the instant unfair labor practice complaint allegations.

Given the absence of any genuine issues of material fact requiring a hearing before a judge, I would grant summary judgment in this case.

II.

As to which party is entitled to summary judgment, I would find that the General Counsel and the Union should

prevail as a matter of law. The General Counsel alleges in the complaint that the Respondent refused to bargain collectively with the Union by failing and refusing to furnish it with requested information and withdrawing recognition of the Union in violation of Section 8(a)(5) and (1) of the Act.

In its answer to the complaint, the Respondent admitted to the allegations that, “at some time on or after April 10, 2023, [the] Respondent agreed to voluntarily recognize the Union as the exclusive collective-bargaining representative of the Unit if the Union demonstrated through a card check that the Union represented a majority of the Unit”; that “[o]n April 11, 2023, pursuant to an April 10, 2023, Card Check Agreement, the Federal Mediation and Conciliation Service issued a Certification of Card Count, certifying that a majority of the Unit had signed cards indicating their desire to be represented by the Union”; and that the Union requested that the Respondent furnish it with bargaining-related information on May 5, 23, and 31.

Furthermore, the Respondent expressly acknowledged in its answer that, on May 24 and June 1, the Respondent notified the Union that it “had no concerns with the scope of the requested information and would produce such information immediately upon certification of the election results if the Union prevailed; but that, in light of a pending petition to decertify the Union, [the] Respondent felt it inappropriate to produce the requested information to the Union while the Union’s status as the exclusive collective-bargaining [representative] . . . was in doubt.” Thus, although the Respondent’s answer summarily denies that the information requested by the Union is necessary and relevant, it is clear from other parts of the Respondent’s answer that the Respondent’s refusal to provide the information was based entirely on its contention that the Union was not the exclusive bargaining representative of the unit once the decertification petition had been filed.⁴ Moreover, the Respondent expressly acknowledged in its answer that “the Union made a request to bargain collect-

² The Union requested “a list of current employees including their names, dates of hire, rates of pay, job classification, current address, phone number, email address, date of completion of any probationary period and Social Security number”; “a copy of all current company personnel policies, practices, procedures and the Employee Handbook”; “a copy of all company fringe benefit plans including pension, 401-K, profit sharing, severance, stock incentive, vacation, PTO, sick pay, health and welfare, apprenticeship training, legal services, childcare or any other plans which relate to the employees”; “copies of all job descriptions”; “copies of any company wage scales or salary plans”; “copies of all disciplinary notices, warnings or records of disciplinary personnel actions for the last twelve (12) months”; and “a statement and description of all wage and salary plans which are not [otherwise] provided.”

³ On August 1, 2024, the Board rescinded, for all cases arising after September 30, 2024, the version of Sec. 103.21 cited by the Regional Director in Case 32–RD–318423 and relied on by the Respondent in this

case. See *Representation-Case Procedures: Election Bars; Proof of Majority Support in Construction Industry Collective-Bargaining Relationships*, 89 Fed. Reg. 62952, 62991 (Aug. 1, 2024).

⁴ The Respondent only raised the relevancy of the Union’s information requests by summarily denying in its answer the corresponding complaint paragraph. However, as it admitted in its answer, the Respondent did not challenge the relevancy of any of the information requested in response to the information request and, to the contrary, told the Union that it “had no concerns with the scope of the requested information.” Moreover, in its motion for summary judgment, the Respondent seems to have abandoned the relevancy argument by asserting that it withheld the requested information because of the decertification petition. Nonetheless, to the extent that some of the Union’s information requests were not presumptively relevant, the Board should grant summary judgment as to the Union’s information requests that were. See *DIRECTV U.S. DIRECTV Holdings, LLC*, 361 NLRB No. 124, slip op.

ively on May 5” and that it “withdrew voluntary recognition of the Union once a petition was filed to decertify the Union.”

The Board has long held that an employer that voluntarily recognizes a union is obligated under Section 8(a)(5) and (1) to collectively bargain with that union. See *Brown & Connolly, Inc.*, 237 NLRB 271, 275 (1978) (“Once voluntary recognition has been granted to a majority union, the [u]nion becomes exclusive collective-bargaining representative of the employees, and withdrawal or reneging from the commitment to recognize before a reasonable time for bargaining has elapsed violates the employer’s bargaining obligation.”), *enfd.* 593 F.2d 1373 (1st Cir. 1979); see also *Jerr-Dan Corp.*, 237 NLRB 302, 303 (1978) (quoting *Brown & Connolly*, 237 NLRB at 275), *enfd.* 601 F.2d 575 (3d Cir.). This bargaining obligation encompasses providing the union with information that the union requests that is relevant and necessary for it to perform its representational duties. See *Industrial Power*, 321 NLRB 816, 819 (1996) (employer violated Sec. 8(a)(5) and (1) by refusing to provide a voluntarily recognized union with requested information).

Here, the Respondent admitted in its answer to voluntarily recognizing the Union based on the April 11 certified card count and acknowledged its bargaining obligation by emailing the Union bargaining-related information on April 24, in anticipation of future bargaining. The Respondent also admitted that, after the May 19 filing of the decertification petition, it refused the Union’s request for relevant information “in light of a pending petition to decertify the Union.” In its motion for summary judgment, the Respondent continues to assert that the decertification petition privileged its refusal to abide by its bargaining obligation. In particular, the Respondent contends that, because the Union had not satisfied the requirements under then-Section 103.21 to secure any legal or formal recognition of its status as the unit employees’ bargaining representative, the Respondent properly refused to bargain with the Union until the Union’s status as the bargaining representative had been certified through a Board election.

III.

The Respondent’s argument that the decertification petition suspended its bargaining obligation is incorrect as a matter of law, notwithstanding the requirements of then-Section 103.21. For decades, the Board has held that the filing of a decertification petition, by itself, does not suspend an employer’s bargaining obligation. See *Dresser*

Industries, Inc., 264 NLRB 1088, 1089 (1982); *RCA del Caribe, Inc.*, 262 NLRB 963, 965 (1982). In *Dresser Industries*, the Board expressly overruled its earlier decision in *Telaugraph Corp.*, 199 NLRB 892, 892 (1972), in which the Board found that the filing of a valid decertification petition suspends an employer’s obligation to bargain over a new collective-bargaining agreement. In rejecting the holding of *Telaugraph Corp.*, the *Dresser Industries* Board noted that, because a properly filed decertification petition only requires the support of 30 percent of the unit, “[o]n its face, the petition indicates nothing more than the disaffection of a minority of unit employees.” *Id.* at 1088.

Although the union in *Dresser Industries* had been certified as the unit employees’ bargaining representative, a voluntarily recognized union has just as much right as a certified union to not have its bargaining status suspended by the mere filing of a decertification petition. See *Alpha Associates*, 344 NLRB 782, 784 (2005) (recognizing that an employer’s voluntary recognition of a union gives rise to a presumption of majority support); see also *Exxel/Atmos, Inc. v. NLRB*, 28 F.3d 1243, 1246 (D.C. Cir. 1994) (same). More recently, in promulgating then-Section 103.21, which is at the heart of the Respondent’s argument that it has no bargaining obligation, the Board stated that:

[T]he final rule does not affect established precedent holding that an employer’s obligation to bargain with the union attaches immediately upon voluntary recognition. During the 45-day notice-posting period, the union can begin representing employees, processing their grievances, and bargaining on their behalf for a first contract. Even if a decertification or rival union petition is filed during the 45-day window period, that will not require or permit the employer to withdraw from bargaining or to refrain from executing a contract with the incumbent union. See *Dresser Industries, Inc.*, 264 NLRB 1088, 1089 (1982); *RCA del Caribe, Inc.*, 262 NLRB 963, 965 (1982).

See Representation—Case Procedures: Election Bars; Proof of Majority Support in Construction-Industry Collective-Bargaining Relationships, 85 Fed. Reg. 18366, 18384 (Apr. 1, 2020).

For that reason, the Respondent’s assertion that it was permitted to unilaterally suspend its bargaining obligation because the Union did not follow the process under then-Section 103.21 to effectuate a voluntary recognition bar or a contract bar is wholly without merit.⁵ Notwithstanding

at 2–3 fns. 3 & 4 (2016) (granting motion for summary judgment while not requiring the production of requested information that was not presumptively relevant).

⁵ The Respondent’s misunderstanding of its bargaining obligation after voluntarily recognizing the Union is exemplified by its claim that,

having foregone the procedures under then-Sec. 103.21, the Union could not secure a certification of representative status, which thereby permitted the Respondent’s withdrawal of recognition. This claim is flawed for two reasons. First, the Board issues a certification of representative after a Board election. Here, the Board did not issue the Union a certification

the Region's processing of the decertification petition in Case 32–RD–318423 in the absence of such a bar, the Respondent was still obligated to continue to recognize and bargain in good faith with the Union, including responding to the Union's information request, until the Region issued a certification of results in the decertification election showing that the Union had lost. The Respondent's failure to do so is a clearcut violation of Section 8(a)(5) and (1).⁶

Accordingly, I would grant the General Counsel's and the Union's cross motions for summary judgement and deny the Respondent's motion.

IV.

As to the proper remedy, I would order the Respondent to furnish the Union with the presumptively relevant information the Union initially requested on May 5. I would also order the Respondent to recognize and bargain with the Union for a reasonable period of time as the bargaining representative of unit employees.

The Union's election objections assert that the Respondent's refusal to bargain, which began in May and continued through the August decertification election, prevented a free and uncoerced election, thereby requiring that the election be set aside. Although the Union's election objections were not consolidated with this case, I agree with the General Counsel that, to restore the status quo ante, an affirmative bargaining order is needed that requires the Respondent to bargain with the Union for a reasonable period of time of no less than six months but no more than 1 year, so that a rerun election may be held without the taint of the Respondent's unfair labor practices.

I would also grant some of the additional remedies requested in the General Counsel's complaint, specifically a bargaining schedule, a training session for employees on their rights under the Act, and an Explanation of Rights posting. In light of the Respondent's express repudiation

of its bargaining obligation with the Union, despite having acknowledged only 6 weeks earlier the Union's majority support as certified by the third-party card count, these remedies are necessary to ensure that employees are fully informed of their rights under the Act and that the Respondent complies with its bargaining obligation. Lastly, I would also require that the notice to employees be read and distributed to employees at a mandatory employee meeting.

V.

After voluntarily recognizing the Union based on a majority of signed certification cards, the Respondent unilaterally withdrew recognition, refused to bargain with the Union, and failed to respond to the Union's requests for presumptively relevant information. No party disputes the material facts. All of the parties have jointly asked that the Board resolve the legal question in this case as expeditiously as possible. I see no reason not to do so.

Under well-established Board law, after voluntarily recognizing the Union, the Respondent had a duty to recognize and bargain with the Union, notwithstanding the filing of a decertification petition, until the Region issued a certification of results in the decertification election showing that the Union had lost. The Respondent's refusal to do so and to furnish the requested information that was relevant to the Union's duty as the collective-bargaining representative violated Section 8(a)(5) and (1) of the Act.

Dated, Washington, D.C. July 23, 2026

David M. Prouty,

Member

NATIONAL LABOR RELATIONS BOARD

of representative precisely because the Respondent had voluntarily recognized it without a Board election. Second, as noted above, even in the absence of a certification of representative, the Respondent still had an obligation to bargain with the Union, which had been designated by a majority of unit employees as their bargaining representative according to the certified card check, until a reasonable period of time for bargaining had elapsed or the Region certified the Union's loss in the decertification election; the decertification petition, by itself, was not a lawful basis for the Respondent to withdraw recognition of the Union.

⁶ To the extent the Respondent argues that it did not refuse to bargain with the Union because the Union never explicitly requested bargaining,

the Respondent admitted in its answer that, on May 5, the Union made a request to collectively bargain. Moreover, the Respondent's April 24 email providing the Union with certain bargaining-related information expressly recognized that there was certain information the Union would need to effectively bargain and the Union's subsequent information request was "tantamount to a request for bargaining." See *Grand Island Health Care Center*, 256 NLRB 1255, 1256 (1981) (citing *Living & Learning Centers, Inc.*, 251 NLRB 284, 285 (1980), *enfd.* 652 F.2d 209 (1st Cir. 1981)).