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.

Blick Art Materials, LLC *and* United Food & Commercial Workers Union, Local 1546. Case 13–CA–393585

November 12, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

This is a refusal-to-bargain case in which Blick Art Materials, LLC (the Respondent) is contesting the certification of the United Food & Commercial Workers Union, Local 1546 (the Union) as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed by the Union on August 25, 2026,[1] the General Counsel issued a complaint on September 9, 2026, 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 13–RC–318409. (Official notice is taken of the record in the representation proceeding as defined in the Board's Rules and Regulations, Sections 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 October 2, 2026, the General Counsel filed a Motion for Summary Judgment. On October 5, 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. On October 19, 2026, the Respondent filed a response to the Board's Notice and opposition to the General Counsel's motion. The General Counsel filed a reply on October 23, 2026.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

The Respondent admits its refusal to bargain but contests the validity of the certification based on its contention that the Regional Director erred by issuing a certification of representative.[2] In addition, in its response to the Board's Notice to Show Cause and as an affirmative defense in its answer to the complaint, the Respondent claims that the Union has lost majority support. It is well settled that an alleged postelection loss of majority support is not relevant to the question of whether a union should be certified as the result of a properly conducted Board election. See *Brooks v. NLRB*, 348 U.S. 96, 104 (1954); *Macy's Inc.*, 361 NLRB 1490, 1490 (2015); *Alta Vista Regional Hospital*, 356 NLRB 1331, 1332–1333 (2011) ("It is well settled that an alleged postelection loss of majority support is not relevant to the question of whether a

[1] In its answer, the Respondent denies knowledge or information sufficient to form a belief as to the Union's filing and service of the charge (par. 1(a)). Copies of the charge and affidavit of service are attached as Exhs. 12–13 to the General Counsel's motion, showing the filing date and service as alleged, and the Respondent has not contested the authenticity of those documents.

[2] In its answer (aff. def. 2) and in its response to the Notice to Show Cause and opposition to the General Counsel's motion for summary judgment, the Respondent argues that the Board should deny the General Counsel's motion, citing, among other cases, *Sub-Zero Freezer Co*., 271 NLRB 47, 47 (1984) (reconsidering and reversing earlier decision in the underlying representation proceeding). *Sub-Zero Freezer* is one of a limited number of cases in which the Board has departed from the rule that, in a certification-testing unfair labor practice case, issues that had been presented to and decided by the Board in a prior, related representation case cannot be relitigated and will not be reconsidered. Having reviewed the facts and arguments presented by the Respondent, we find no basis for departing from our longstanding rule or disturbing our order denying review of the Regional Director's decisions in the underlying representation case. See *Memorial Hospital of Salem City*, 357 NLRB No. 119, slip op. at 1–2 fn. 5 (2011) (not reported in Board volumes), enfd. sub nom. *Salem Hospital Corp. v. NLRB*, 808 F.3d 59 (D.C. Cir. 2015); see also *Local 340, New York New Jersey Regional Joint Board*, 365 NLRB 632, 634 & fn. 6 (2017).

Nor is there merit to the Respondent's claims and denials in its answer to the complaint, which raise issues that were, or could have been, litigated in the underlying representation proceeding. Those include the Respondent's denial that the unit is appropriate (par. 5(a)), denial that the Union has been the exclusive collective-bargaining representative of the unit since October 4, 2024 (par. 5(d)), denial that it has violated the Act and that its unfair labor practices affect commerce (par. 7), and claim that any requested relief is inappropriate and unnecessary to remedy the allegations set forth in the complaint. Moreover, the Respondent's admission in its response to the Union's bargaining request that it "intends to test the Certification of Representative issued by Region 13 of the Board" (GC Motion, Exh. 11) is sufficient to establish a violation of the Act. *Randalls Food & Drug, L.P.*, 369 NLRB No. 100, slip op. at 1 fn. 1 (2020) (citing *Biewer Wisconsin Sawmill, Inc.*, 306 NLRB 732 (1992)).

The Respondent also denies that it maintains an office in Chicago, Illinois, as alleged in par. 2(a) of the complaint. It does not, however, deny the remaining allegations in that paragraph, including that it has a place of business there.

The Respondent's additional contentions – its claim that it was denied due process in connection with the investigation of the unfair labor practice charge and the Region's determination to issue the instant complaint (aff. def. 1; opposition), and its claim that the complaint should be dismissed because "the Board is unlawfully constituted and thus lacks authority to issue the Complaint" (aff. def. 4) – are bare assertions offered without any additional argument or support. They are therefore 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), enfd. sub nom. *Operating Engineers Local 501 v. NLRB*, 949 F.3d 477 (9th Cir. 2020).

union should be certified as the result of a properly conducted Board election."), enfd. 697 F.3d 1181, 1187 (D.C. Cir. 2012).

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.[3]

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a corporation with a place of business in Chicago, Illinois (the Respondent's facility), has been engaged in the retail business of selling art supplies.

In conducting its operations during the calendar year ending December 31, 2025, the Respondent derived gross revenues in excess of $500,000 and purchased and received goods, products, materials, and services valued in excess of $5000 directly from points outside the State of Illinois.

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 the Union is a labor organization within the meaning of Section 2(5) of the Act.[4]

II. ALLEGED UNFAIR LABOR PRACTICES

A. The Certification

Following an election conducted by secret ballot on July 28, 2023, the Regional Director for Region 13 issued a Supplemental Decision and Certification of Representative in Case 13–RC–318409 on October 4, 2024, certifying the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

> **INCLUDED:** All full-time and regular part-time Store Sales Associates and Store Framing Associates employed by the Employer at its facility located at 1574 N. Kingsbury St., Chicago, Illinois.
>
> **EXCLUDED:** All associate managers, managerial employees, guards, professional employees, and supervisors as defined in the Act.

On May 26, 2026, the Board denied the Respondent's request for review of the Regional Director's Decision and Direction of Election; the Regional Director's Supplemental Decision Overruling Certain Objections, Order Directing Hearing, and notice of hearing on Objections; and the Regional Director's Supplemental Decision and Certification of Representative. 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

On July 28, 2026, the Union, by letter, requested that the Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the unit employees.[5] Since about August 12, 2026, 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 in order to test its certification.[6]

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 since about August 12, 2026, to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the appropriate unit, the Respondent has engaged in unfair

---

[3] The Respondent's request that the complaint be dismissed is therefore denied.

[4] In its answer (par. 3), the Respondent denies having sufficient knowledge or information to admit or deny the Union's status as a labor organization under Sec. 2(5) of the Act. The Respondent could have, but did not, challenge the Union's labor organization status in the representation proceeding, and it has presented no argument concerning that issue in its opposition to the General Counsel's motion.

[5] In its answer, the Respondent denies that the Union requested that it meet and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit (par. 6(a)). Exhibit 11, appended to the General Counsel's motion, establishes that on July 28, 2026, the Union requested information, and by letter dated August 12, 2026, the Respondent's legal counsel declined the request and declined to meet or bargain with the Union. The Respondent does not contest the authenticity of this exhibit.

[6] In its answer, the Respondent denies that, at all material times, Elijah Anthony has held the position of the Respondent's general manager and has been a supervisor of the Respondent within the meaning of Sec. 2(11) of the Act and an agent of the Respondent within the meaning of Sec. 2(13) of the Act. The Respondent's denial does not preclude summary judgment or raise material issues of fact warranting a hearing because the Respondent admits, in pars. 6(b) and 6(c) of its answer, that it has refused to bargain with the Union. *C & C Roofing Supply, Inc. & United Union of Roofers, Waterproofers & Allied Workers, Loc. 135, AFL–CIO*, 349 NLRB 667, 669 fn. 12 (2007).

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).[7]

ORDER

The National Labor Relations Board orders that the Respondent, Blick Art Materials, LLC, Chicago, Illinois, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with United Food & Commercial Workers Union, Local 1546 (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:

> **INCLUDED:** All full-time and regular part-time Store Sales Associates and Store Framing Associates employed by the Employer at its facility located at 1574 N. Kingsbury St., Chicago, Illinois.
>
> **EXCLUDED:** All associate managers, managerial employees, guards, professional employees, and supervisors as defined in the Act.

(b) Within 14 days of service by the Region, post at its facility in Chicago, Illinois copies of the attached notice marked "Appendix."[8] Copies of the notice, on forms provided by the Regional Director for Region 13, 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 August 12, 2026.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 13 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. November 12, 2026

_____

James R. Murphy, Chairman

_____

David M. Prouty, Member

_____

[7] For the reasons stated in his dissent in *Longmont United Hospital*, 374 NLRB No. 52 (2026), in order to effectuate Sec. 10(c) of the Act, Member Prouty believes that additional remedies are required to remedy the harm caused by an employer's unlawful refusal to bargain with its employees' chosen union in a test of certification case. To address the damage created by the unlawful delay in initiating bargaining, Member Prouty would also order the Respondent to make the union and affected employees whole for any provable, reasonably quantifiable economic harm resulting from the unlawful refusal to bargain; provide the union on-site access to the bargaining unit; adhere to a bargaining schedule; post a notice of employee rights for a period of 1 year; and read and distribute a remedial notice to employees. See *Longmont*, supra, slip op. at 2–5; see also *CP Anchorage Hotel 2 d/b/a Hilton Anchorage*, 371 NLRB No. 151 (2022) (Member Prouty, concurring) (setting forth his view that notice reading and distribution should be standard for all unfair labor practices found by the Board), enfd. 98 F.4th 314 (D.C. Cir. 2024). Member Prouty believes that these remedies are necessary where, as here, employees have been deprived of the benefit of their chosen representative because of the Respondent's unlawful refusal to bargain.

[8] 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."

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 United Food & Commercial Workers Union, Local 1546 (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:

INCLUDED: All full-time and regular part-time Store Sales Associates and Store Framing Associates employed by the Employer at its facility located at 1574 N. Kingsbury St., Chicago, Illinois.

EXCLUDED: All associate managers, managerial employees, guards, professional employees, and supervisors as defined in the Act.

BLICK ART MATERIALS, LLC

The Board's decision can be found at www.nlrb.gov/case/ 13-CA-393585 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.