

**Mercy, Inc. d/b/a American Medical Response and Service Employees International Union, Local 1107.**<sup>1</sup> Case 28–CA–19495

April 26, 2006

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN  
AND SCHAUMBER

On April 19, 2005, Administrative Law Judge James L. Rose issued the attached decision. The Respondent filed exceptions and a supporting brief. The General Counsel filed an answering brief and the Union filed a brief in opposition to the Respondent's exceptions.

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

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to adopt the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order, and to adopt the recommended Order as modified. As explained below, we reverse the judge's finding that the record justifies a 1-year extension of the certification year. Instead, because the initial 10 months of the certification year were free from unfair labor practices and because the record contains no explanation for the lack of bargaining during those 10 months, we find that a 3-month extension is appropriate.

I. BACKGROUND

The Respondent provides ambulance services to various counties throughout the United States. On May 16, 2003, the Union was certified as the exclusive representative of the Respondent's full-time and regular part-time paramedics, EMT-Is, and EMTs working out of its Las Vegas, Nevada facility. For reasons not explained in the 14-page record, the parties' first bargaining session did not occur until March 30, 2004.<sup>2</sup> This session ended after the Union refused to agree to the Respondent's "ground rules."

On April 22, the Union served the Respondent with its third information request setting forth some 110 separate requests.<sup>3</sup> On May 25, the Respondent complied with some, but not all, of the Union's requests.

<sup>1</sup> We have amended the caption to reflect the disaffiliation of the Service Employees International Union from the AFL–CIO effective July 25, 2005.

<sup>2</sup> All dates refer to 2004, unless otherwise specified.

<sup>3</sup> On June 5 and September 8, 2003, the Union served the Respondent with its first and second information requests. The Respondent provided information on August 18, 2003. On April 2, the Union filed a charge alleging that the Respondent failed to comply with its first and second information requests. That charge was subsequently withdrawn on July 28.

On June 22, the Union filed a charge alleging that the Respondent violated Section 8(a)(5) and (1) of the Act when it preconditioned bargaining on the Union's agreement to its ground rules which were not mandatory subjects of bargaining. Also, on June 22, a number of employees filed a second decertification petition, the processing of which is currently blocked by the instant unfair labor practice charge.<sup>4</sup> The Union later amended that charge on July 28 to additionally allege that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to comply with its third information request. The General Counsel filed a complaint on August 2 alleging that the Respondent violated Section 8(a)(5) and (1) by demanding agreement on nonmandatory subjects of bargaining and by refusing to comply with the Union's April 22 request for information.

On November 16, the parties apparently resumed negotiations after agreeing to a series of modified ground rules. After November, the parties continued to meet, and they had scheduled bargaining sessions through June 2005.<sup>5</sup>

On March 16, 2005, a hearing on the instant complaint was held. At the opening of the hearing, the General Counsel announced that he had been in discussions with the Respondent about a settlement but could not obtain the Union's agreement because of the pending decertification petition. Instead of entering into a formal settlement agreement, the Respondent withdrew its answer to the complaint and the General Counsel moved for judgment on the pleadings. The parties left the issue of remedy to the judge and the Board. However, both the Respondent and the General Counsel argued that the affirmative remedy should be limited to an order to turn over all relevant information responsive to the Union's information requests, an appropriate notice posting, and a 3-month extension of the certification year. The Union objected to the 3-month extension of the certification year and argued that only a full 1-year extension would adequately remedy the Respondent's unfair labor practices.

In his decision, the judge found that a 1-year extension of the certification year was the most appropriate remedy. The judge found that there was no evidence to support the Respondent's argument, and the General Counsel's assumption, that the Union bore some responsibility for the initial 10-month delay in bargaining. Further, the

<sup>4</sup> The employees filed the first decertification petition on May 17, but that petition was subsequently withdrawn.

<sup>5</sup> While there is no evidence of continued bargaining, the Respondent's counsel stated at the hearing that the parties had resumed bargaining in November and had continued to meet and bargain on several occasions since that time. Counsel for the Union confirmed these facts.

judge discounted the fact that the parties had engaged in some bargaining since November 2004 because the Respondent admittedly continued to violate the Act during those sessions by failing to comply fully with the Union's information requests. Finally, the judge found that the pending decertification petition, and the Respondent's desire to have that petition processed, further necessitated the need for a 1-year extension of the certification year.

In its exceptions, the Respondent raises two arguments. First, the Respondent argues that the judge improperly rejected the unilateral settlement reached by it and the General Counsel which called for only a 3-month extension of the certification year.<sup>6</sup> Second, the Respondent argues that the record does not support a 1-year extension because the Union did not file a charge alleging that the Respondent had refused to meet during the initial 10-month delay in bargaining, there is no evidence supporting the Union's allegation that it was unable to bargain absent the Respondent's compliance with the information requests, and the parties have since agreed to modified ground rules and have continued to bargain since November 2004. We find merit in these exceptions.<sup>7</sup>

## II. ANALYSIS

The Board has long held that, "absent unusual circumstances, an employer will be required to honor a certification for a period of one year." *Mar-Jac Poultry Co.*, 136 NLRB 785, 786 (1962). As a remedy for unfair labor practices occurring during the certification year, the Board can, in its discretion, extend the certification year to return to the union the opportunity to bargain during the period when it is generally at its greatest strength. See *Van Dorn Plastic Machinery Co.*, 300 NLRB 278 (1990), *enfd.* 939 F.2d 402 (6th Cir. 1991). However, the Board does not routinely extend the certification year a full 12 months as a standard remedy for any violation of the Act during the initial certification year. Instead, the record must support the need for an extension and the appropriate length of the extension.

Accordingly, in determining the length of such extensions, the Board considers the nature of the violations; the number, extent, and dates of the collective-bargaining sessions; the impact of the unfair labor practices on the bargaining process; and the conduct of the union during negotiations. *Northwest Graphics, Inc.*, 342 NLRB

1288, 1289 (2004); *Metta Electric*, 338 NLRB 1059, 1065 (2003), *enfd.* in relevant part 360 F.3d 904, 912-913 (8th Cir. 2004).

This case comes to us on the barest of factual records. The only record facts upon which the Board can properly rest a decision are those allegations in the complaint to which the Respondent has admitted. Those admissions are limited to the following relevant facts. The Union was certified on May 16, 2003. The bargaining did not begin until March 30, 2004. On that date, the Respondent unlawfully insisted, as a condition of engaging in collective bargaining, that the Union agree to certain "ground rules," some of which were not mandatory subjects of bargaining. Since April 22, 2004, the Respondent has failed and refused to furnish the Union with certain information requested on or about April 22, 2004.

A newly certified union is given 12 months of opportunity to bargain free from challenge to its majority status. So far as the record shows, the Union did not take advantage of that opportunity for more than 10 months. The General Counsel and the Union, who seek the extension of the certification year, have not shown that the Respondent was responsible for this delay. Indeed, they have shown no reasons at all for the delay.

Extension of the certification year essentially forecloses, for that extended period, the employees' exercise of their Section 7 right to reject the Union or to choose another union. Because it has such a restrictive effect on the employees' central right under the Act, the Board must act with care and precision when asked to extend the certification year.

The limited record here fails to establish a sufficient justification to grant a 1-year extension of the certification year. Between May 16, 2003, and March 30, 2004, the Union enjoyed its certification untarnished by unfair labor practices. Admittedly, the parties allowed over 10 months of the certification year to lapse without engaging in a single bargaining session. However, where, as here, the reason for this delay is not explained by the record, we find it inappropriate to assume that the delay was caused by the Respondent.<sup>8</sup>

<sup>8</sup> Our dissenting colleague notes that the General Counsel cannot be faulted for the "gap" in the record concerning the initial 10 months of the certification year. Instead, she says that the gap was created when the Respondent withdrew its answer allowing the General Counsel to move for judgment on the pleadings. However, the Respondent withdrew its answer after consulting with the General Counsel, and it did so based on the fact that the General Counsel was seeking only a 3-month extension of the certification year. While we do not assign blame, it cannot be said that the General Counsel played no role in the resulting incompleteness of the record. Indeed, it would appear that the record is incomplete because the General Counsel did not seek at trial a 1-year extension of the certification year.

<sup>6</sup> Because we agree that the record supports only a 3-month extension of the certification year, we do not pass on the Respondent's argument that the judge improperly rejected a settlement agreement which would have imposed a 3-month extension.

<sup>7</sup> The General Counsel now contends that the full-year extension of the certification as found by the judge is appropriate.

We reject the judge's view that the decertification petition supports extending the certification year for a full 12 months. The essential purpose of extending the certification year is to preclude such petitions for that extended period. It is therefore circular to say that because a petition has been filed, the certification year must be extended. Further, the petition represents an expression of the employees' Section 7 rights. That expression must yield during the certification year. Beyond that period, however, the employees' Section 7 right to express their representational desires is no less legitimate and no less worthy of protection than that represented by the certification. Accordingly, we find that the presence of a pending employee decertification petition demands that the Board act with even greater care, not less, when extending the certification year.

Our dissenting colleague argues that, by ordering a 3-month extension to the certification year, we are encouraging the Respondent to engage in surface bargaining. Her apparent concern is that the Respondent will go through the motions of bargaining while it runs out the clock on the certification year so that the pending decertification petition can be processed. To remedy this predicted problem, our dissenting colleague would order a 1-year extension of the certification year. We see two flaws in this argument.

First, the pending decertification petition should be dismissed by the Regional Director because it was filed during a time when the Respondent was engaged in a violation of Section 8(a)(5), a violation calling for an affirmative bargaining order. Because that is inconsistent with a question concerning representation, the petition is to be dismissed. Accordingly, any future decertification election would have to be based on a new petition and not on the revival of the pending petition.

Second, we decline to presume that the Respondent will flout the Board's order by bargaining in bad faith. We will presume innocence as to future actions, not guilt. However, if the Respondent acts unlawfully, we will deal with that at that time, as well as with the impact that such conduct may have on any future decertification petition.

In sum, in view of the failure to show that the delay in bargaining for 10 months was attributable to any conduct by the Respondent, and in view of the fact that the Respondent engaged in no unfair labor practices during that period, we find that the original 3-month extension of the

certification year pressed by both the Respondent and the General Counsel is the appropriate remedy.<sup>9</sup>

#### ORDER

The National Labor Relations Board adopts the recommended order of the administrative law judge as modified below and orders that the Respondent, Mercy, Inc. d/b/a American Medical Response, Las Vegas, Nevada, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 2(a).

“(a) On request, bargain in good faith with the Union as the exclusive collective-bargaining representative of all employees in the certified bargaining unit concerning wages, hours, and other terms and conditions of employment and, if an agreement is reached, embody that agreement in a signed contract, the Union's certification to be extended 3 months from the date the Respondent complies with this Order.”

MEMBER LIEBMAN, dissenting.

By rejecting the judge's recommended remedy of a 12-month extension to the certification year, the majority effectively encourages the Respondent—which admitted wrongdoing, as a means of promoting the Union's decertification—to engage in surface bargaining. As I will explain, the Respondent's unfair labor practices and bargaining behavior, viewed in context, justify the recommended remedy.

The Respondent and the Union did not bargain for approximately the first 10 months of the certification year. The record does not explain why. But the General Counsel, who now seeks a 12-month extension,<sup>1</sup> cannot be faulted for this gap. The Respondent withdrew its answer to the complaint, allowing the General Counsel to move for judgment on the pleadings. Therefore, no evidence was presented at the hearing. As the judge noted, the Respondent admittedly did not withdraw its answer out of a desire to foster good-faith bargaining with the Union, but rather to expedite the processing of a pending decertification petition.

Although we are in the dark as to *why* there was no bargaining during the 10 months immediately following certification, we know for a fact that there *was* no bargaining during that period. We also know that during the entire certification year, the parties did not engage in a single bargaining session (there were three) that was free from the Respondent's unfair labor practices.

<sup>9</sup> Because of the 10 months' opportunity to bargain, we could arguably extend the year by only 2 months. However, inasmuch as the Respondent does not oppose a 3-month extension, we shall grant it.

<sup>1</sup> The General Counsel first requested a 3-month extension; the Union has always sought a 12-month extension.

The Board has found that an extension of the contract year is appropriate “when an employer has refused to bargain with the elected representative during part or all of the year immediately following the certification,” because the employer “has ‘taken from the Union’ the opportunity to bargain during ‘the period when Unions are generally at their greatest strength.’” *Northwest Graphics, Inc.*, 342 NLRB 1288, 1289 (2004), quoting *Van Dorn Plastic Machinery Co.*, 300 NLRB 278 (1990), *enfd.* 939 F.2d 402 (6th Cir. 1991). The Board also recognizes that the “length of such an extension is not necessarily a simple arithmetic calculation.” *Id.* Rather, the Board considers several factors, including the nature of the violations and the impact of the unfair labor practices on the bargaining process. *Metta Electric*, 338 NLRB 1059, 1065 (2003). Furthermore, “under proper circumstances, a complete renewal of a certification year may be granted even where the Respondent engaged in some good-faith bargaining in the prior certification year. *Northwest Graphics, Inc.*, *supra* at 1290.

In this case, the Respondent admitted that it insisted upon unlawful “ground rules” that prevented real bargaining and that it unlawfully refused to answer the Union’s information request made in furtherance of bargaining. The Respondent’s unlawful refusal to provide information continued up to the date of the hearing. Thus, the Respondent has demonstrated no real willingness to bargain in good faith.

In turn, the Respondent admits that, by withdrawing its answer, it seeks a summary disposition of this case, in order to remove the potentially blocking effect of the present charges, so that the pending decertification petition can proceed unimpeded. As the judge found, this motivation does not comport with a “good faith intent on the part of the Respondent to try to reach an agreement during the scheduled bargaining session.” *Cf. Auciello Iron Works, Inc. v. NLRB*, 517 U.S. 781, 790 (1996) (Board is “entitled to suspicion when faced with an employer’s benevolence as its workers’ champion against their certified union”).

In these circumstances, I would find a 12-month extension of the bargaining period to be appropriate. The policy of the Board and the Act is to provide at least a year of good-faith bargaining. *Northwest Graphics*, *supra* at 1289. That standard has not been met in this case. The majority’s extension of the certification year for a mere 3 months will do nothing to encourage the Respondent to bargain in good faith. Why would the Respondent genuinely seek to reach a bargaining agreement with the Union when a contract would likely bar the decertification petition that the Respondent seeks to process as expeditiously as possible? A 3-month extension is so short that

it will simply encourage the Respondent to go through the motions of bargaining, in the hope that its conduct will aid the decertification effort. Only a full 12-month extension of the certification year will encourage the Respondent to take its obligation to bargain in good faith seriously.

The majority is correct in stating that we must take into consideration the desires of those who do not want union representation. Here, however, a majority of employees chose union representation first, and the Respondent’s actions precluded them from receiving the benefit of the good-faith bargaining to which they were entitled under the Act. We should not be so quick to vindicate the employees’ right to refrain from union representation when we have not first vindicated the employees’ initial choice of union representation. In this case, a full 12-month extension will best protect the employees who initially selected union representation by preserving their Section 7 right to a full bargaining period free from unfair labor practices.

Accordingly, I dissent.

*Joel C. Schochet, Esq.*, for the General Counsel.

*Julian B. Bellenghi, Esq.*, of Irvine, California, for the Respondent.

*Brooke Pierman, Esq.*, of Sacramento, California, for the Charging Party.

## DECISION

### STATEMENT OF THE CASE

JAMES L. ROSE, Administrative Law Judge. This matter was tried before me at Las Vegas, Nevada, on March 16, 2005,<sup>1</sup> on the General Counsel’s complaint which alleged that in negotiations, the Respondent demanded agreement on nonmandatory subjects of bargaining and refused the Charging Party’s request for relevant information all in violation of Section 8(a)(5) of the National Labor Relations Act (the Act).

At the hearing, the Respondent withdrew its answer denying the substantive allegations of the complaint and the General Counsel moved for judgment on the pleadings, to which neither the Charging Party nor the Respondent objected. Left for decision is the remedy; specifically, whether and to what extent the Charging Party’s certification as the employees bargaining representative should be extended.

In brief, the General Counsel contends that the Union’s certification should be extended 3 months. The Respondent argues that it should not be extended at all, but if any extension is warranted, then it should be no more than 3 months. The Charging Party believes its certification should be extended for 1 year. Counsel for the parties submitted briefs arguing their respective positions, on which, including the entire record here, I make the following

<sup>1</sup> All dates are in 2004, unless otherwise indicated.

## FINDINGS OF FACT

## I. JURISDICTION

The Respondent is a Delaware corporation with an office and place of business in Las Vegas, Nevada, where it is engaged in the business of providing medical transportation services. During the 12-month period ending June 7, 2004, the Respondent derived gross revenues in excess of \$500,000, and purchased and received from points outside the State of Nevada goods valued in excess of \$50,000. The Respondent admits, and I conclude, that it is an employer engaged in interstate commerce within the meaning of Section 2(2), (6), and (7) of the Act.

## II. THE LABOR ORGANIZATION INVOLVED

The Charging Party, Service Employees International Union, Local 1107, AFL-CIO (the Union), is admitted to be, and I find is, a labor organization within the meaning of Section 2(5) of the Act.

## III. THE ALLEGED UNFAIR LABOR PRACTICES

On May 16, 2003, the Union was certified as the employees bargaining representative in the following unit:

All full-time and regular part-time (a regular part-time employee is one who has performed at least 36 hours of work per month from the period of October 21, 2001, to April 20, 2002) paramedics, EMT-I's, and EMT's employed by the Respondent at its Las Vegas, Nevada facility; excluding all other employees, office clerical employees, supply employees, dispatchers, special event employees, transporters, field training officers, guards and supervisors as defined under the Act.

On May 17, 2004, an initial decertification petition was filed. It was apparently withdrawn (for reasons unknown) and a second such petition was filed on June 22, and is still pending though blocked by the charge in this matter, which was filed on June 22, and amended on July 28. The complaint alleges that on March 30, 2004, the Respondent insisted as a condition for engaging in collective bargaining that the Union agree to certain "ground rules" and that these were not mandatory subjects of bargaining. It is further alleged that since April 22 the Union has requested certain relevant information, which the Respondent declined to furnish.

Having withdrawn its answer, the Respondent admits that it engaged in the conduct alleged and, in accepting the General Counsel's motion for judgment on the pleadings, has agreed to withdraw insistence on the "ground rules" and to furnish the requested information. I therefore conclude that the Respondent committed the acts alleged and thereby violated Section 8(a)(5).

As noted above, the only issue remaining involves the Union's "certification year"—the period during which the Union's status as the bargaining unit employees' exclusive representative cannot be contested.

It is well settled that neither party to collective-bargaining negotiations must agree to any particular proposal. The Act requires only that they bargain in good faith which means, among other things, that they have a good-faith intent to reach an agreement. However, collective bargaining is not a technical exercise. Rather, it is the process by which parties can mu-

tually agree to the wages, hours, and other terms and conditions of employment. Thus, not only is a union's majority status conclusively presumed for 1 year following a representation election, "absent unusual circumstances, an employer will be required to honor a certification for a period of 1 year" where the employer's unfair labor practices deprived the union of a fair opportunity to reach an agreement. *Mar-Jac Poultry Co.*, 136 NLRB 785, 786 (1962). The policy's purpose of this rule is to give unions who are selected as the employees' bargaining representative a reasonable opportunity to negotiate a collective-bargaining agreement during their time of greatest strength and free of concern that they will have to defend their status. *Van Dorn Plastic Machinery Co.*, 300 NLRB 278 (1990), *enfd.* 939 F.2d 402 (6th Cir. 1991).

The Board has therefore held that the remedy for an employer's refusal to bargain unfair labor practices "to assure at least a year of good-faith bargaining include an extension of the certification year." *Northwest Graphics, Inc.*, 342 NLRB 1288, 1289 (2004). The Board recognized that the length of such an extension depends on a number of factors, such as the bargaining history. While there is no factual record here, I do consider representations of counsel in reaching my conclusion that the Union's certification should be extended 1 year.

The question is how long, if any, an extension should be in order to assure that the Respondent in fact complies with its duty to bargain in good faith. In arguing for a 3-month extension, the General Counsel notes that there was only one bargaining session in the first year following certification. However, there is no factual record indicating the reason for the delay and it cannot be assumed that such resulted from some dereliction on the part of the Union. Indeed, the Union asserts, and the Respondent denies, that this hiatus was caused by the Respondent's bad faith. Since there is no evidence to resolve this conflict, I reject the General Counsel's argument that equity suggests only a 3-month extension because the "Union waited much longer (than in *Mar-Jac*), and did not meet until ten and a half months after certification," and "(t)he Union should be held responsible for at least part of the delay." It may be true that the Union shares responsibility, but there are simply no facts to support such a conclusion. It is an assumption by the General Counsel on which I cannot rely. The General Counsel also notes that the Respondent has been bargaining without being compelled to do so, but I conclude that this factor is not significant since the Respondent continued to engage in the activity alleged to be unlawful.

Counsel for the Respondent argues that since November 2004 the parties have met; that it has modified its "ground rules" and has furnished information and the parties have scheduled bargaining sessions on April 5, 6, 7, and 8; May 11 and 12; and June 1, 2, and 3, 2005. Therefore, no extension is warranted, or at a maximum, the 3 months proposed by the General Counsel would be appropriate. Counsel's stated reason for the short extension is because certain employees filed a decertification petition, which has been blocked by these unfair labor practices charges. On brief, counsel stated, "As AMR represented to the judge (at the hearing) AMR's motivation (in withdrawing its answer) was to activate the Region's process-

ing of the employees' decertification petition, by disposing of the instant charge in the most expeditious fashion."

These words belie a good-faith intent on the part of the Respondent to try to reach an agreement during the scheduled bargaining sessions. The core issue here is what remedy will insure good-faith collective bargaining. But in the mix is the pending, though blocked, second decertification petition filed 1 year and 1 month after the Union's certification. Though the findings here of the Respondent's unfair labor practices might or might not bar processing the decertification petition, *Saint Gobain Abrasives, Inc.*, 342 NLRB 434 (2004), an executed collective-bargaining agreement probably would. See *Direct Press Modern Litho, Inc.*, 328 NLRB 860 (1999), for a discussion of the Board's contract-bar rule. It is therefore difficult to reconcile the counsel's professed desire to have employees vote a second time with a good-faith intent to reach an agreement during the period counsel suggests.

Counsel's repeated assertions that it only seeks to champion the employees' "[fundamental] rights guaranteed by Section 7 of the Act" to a decertification vote is, I conclude, disingenuous. The Union was certified on May 16, 2003, which means that a majority of the bargaining unit voted to be represented by the Union. One year and 1 day later someone, filed a petition for decertification. That petition was apparently withdrawn and a second filed a month later.

It is certainly fundamental to the policies of the Act that employees be able to express their desire for representation. But stability of the collective-bargaining relationship is also a fundamental policy. Therefore, once a majority of employees have spoken, then their elected bargaining representative must be given a reasonable period, free of side distractions, to bargain a collective agreement. I believe that in order to give the Union a fair opportunity to negotiate without extraneous matters affecting negotiations, such as the Respondent's interest in there being a second election, the Union should have an additional year. Given the Respondent's stated position, a 3-month extension would not likely result in bona fide good-faith bargaining.

The question then becomes when the year should start. Counsel for the General Counsel cites many cases wherein the Board ordered the extended year to begin when the employer began bargaining in good faith, and notes the parties have had bargaining sessions since November or December 2004. However, I cannot conclude, based on the record here, that the Respondent has ever bargained in good faith, since it continued to insist on "ground rules" and continued to withhold requested information. Therefore, I shall recommend the year commence from the date the Respondent complies with the order here.

On these findings of fact and conclusions of law, and on the entire record, I make the following recommended<sup>2</sup>

<sup>2</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

## ORDER

The Respondent, Mercy, Inc. d/b/a American Medical Response, Las Vegas, Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively and in good faith with the Union concerning wages, hours, and others terms and conditions of employment.

(b) Refusing to furnish the Union information necessary and relevant to collective bargaining.

(c) Demanding as a condition of collective-bargaining negotiations nonmandatory subjects of bargaining styled "ground rules."

(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) On request, bargain in good faith with the Union as the exclusive collective-bargaining representative of all employees in the above-described bargaining unit concerning wages, hours, and other terms and conditions of employment and, if an agreement is reached, embody that agreement in a signed contract, the union certification to be extended 1 year from the date the Respondent complies with this Order.

(b) Within 14 days after service by the Region, post at each of its facilities copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees of the Respondent at any time since May 16, 2003.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

<sup>3</sup> 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."

## 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 any 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 refuse to bargain collectively and in good faith with the Union concerning wages, hours, and others terms and conditions of employment for employees in the bargaining unit found appropriate.

WE WILL NOT refuse to furnish the Union information necessary and relevant to collective bargaining.

WE WILL NOT insist as a condition for bargaining on non-mandatory subjects of bargaining such as our proposed "ground rules."

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL bargain in good faith with the Union and, if an agreement is reached, put it in an executed contract.

MERCY, INC. D/B/A AMERICAN MEDICAL RESPONSE