

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 6**

GEISINGER LEWISTOWN HOSPITAL

Employer

and

Case 06-UC-347253

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION**

Petitioner

and

SEIU HEALTHCARE PENNSYLVANIA

Party-in-Interest

DECISION AND ORDER CLARIFYING UNIT

Based on a petition filed under Section 9(b) of the National Labor Relations Act (the Act), United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (Petitioner or USW) seeks to clarify an existing bargaining unit of employees at Geisinger Lewistown Hospital (the Employer) to include the newly-created job classification of MRI Safety Assistant¹. The Employer takes the position that the MRI Safety Assistant position should instead be included in the bargaining unit currently represented by SEIU Healthcare Pennsylvania (Party-In-Interest or SEIU).² Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the National Labor Relations Board (Board).³

¹ On September 9, 2024, the Petitioner filed a charge in Case 06-CA-350100 alleging that the Employer's refusal to recognize the Petitioner as the representative of the MRI Safety Assistant and recognizing another union (SEIU) as the representative violates Sections 8(a)(1)(2)(3) and (5) of the Act.

² The SEIU has participated in the proceedings in this matter but has not taken a position regarding the appropriate unit placement of the MRI Safety Assistant position.

³ Based on the entire record in this proceeding, I find:

- a. The hearing officer's rulings made at the hearing are free from prejudicial error and are affirmed.
- b. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction. The parties stipulated to the following commerce facts: Geisinger Lewistown Hospital, is a Pennsylvania non-profit corporation and health care institution within the meaning of Section 2(14) of the Act, with an office and place of business located at 400 Highland Ave Ext, Lewistown,

Having considered the evidence, the parties' briefs, and entire record, I conclude that the newly created MRI Safety Assistant position performs the work historically performed by the USW-represented Radiology Assistant position and therefore the MRI Safety Assistant position properly remains in the Petitioner's bargaining unit.

I. RECORD EVIDENCE

The Employer owns and operates an acute health care facility in Lewistown, Pennsylvania (Employer's Lewistown facility) which is a part of the larger Geisinger Health System, a non-profit corporation and health care organization that owns and operates a healthcare system spanning nine facilities and hospitals, including the Employer's Lewistown facility, the only facility at issue here. The Employer acquired this facility in 2013. The Geisinger Lewistown Hospital provides inpatient, outpatient and specialty care to its patients. This specialty care includes a radiology department and MRI imaging. The Employer employs around 1000 professional employees, technical employees, and non-technical employees throughout this facility.

The parties stipulated that the Petitioner's bargaining unit was certified on October 26, 1981⁴. The Employer and Petitioner are currently parties to a collective bargaining agreement (CBA) effective February 12, 2024, through August 31, 2026⁵. This CBA covers "all full-time and regular part-time technical employees including...Radiology Assistant..., excluding all other employees... office clerical employees, professional employees and supervisors as defined in the Act."⁶ As noted, this bargaining unit specifically includes Radiology Assistants, a position that existed prior to the Employer's acquisition of the Lewistown hospital, but was eliminated in June 2024.

The Employer and the Party-In-Interest, SEIU Healthcare Pennsylvania, are parties to a separate CBA effective September 1, 2022, to November 25, 2025, covering "all full-time and

Pennsylvania. Annually, the Employer derives gross revenues in excess of \$250,000, and purchases and receives for use at its Lewistown, Pennsylvania facility goods and materials valued in excess of \$5,000 directly from points outside the Commonwealth of Pennsylvania.

- c. The Petitioner is a labor organization within the meaning of the Act.
- d. The Party-In-Interest is a labor organization within the meaning of the Act.
- e. The parties stipulated that there is no contract bar to this proceeding or other bar in existence that would preclude the processing of this petition.
- f. The parties stipulated that no party contends that the petition was untimely filed.
- g. The parties stipulated that the parties are not aware of any petitions pending in other Regional Offices having any bearing on the instant proceedings.

⁴ Board Exhibit 2.

⁵ Petitioner Exhibit 1.

⁶ The complete unit description is set forth in Board Exhibit 2 but is not contained in this Decision as it is quite voluminous.

regular part-time service and maintenance... employed by Geisinger-Lewistown Hospital at its Lewistown Pennsylvania facility.” The Party-In-Interest’s unit excludes “all supervisors, management and confidential employees, as defined under the National Labor Relations Act.” The parties stipulated that the Party-In-Interest has been representing this unit since January 14, 1971. This bargaining unit is normally composed of non-professional positions that require only a high school education or equivalent, and include certain assistant roles, some of which might require certification after their employment at the facility begins.

In April 2024⁷, the Employer notified the Petitioner that the Radiology Assistant position, then held by Nichole Smith, was being eliminated due to the needs of the radiology department. The record does not reflect what those needs precisely were, however, Scott Zeiber, the Employer’s Radiology Operations Manager, testified that the Employer created the new position to “delineate” between the work done in the radiology department and the specific safety requirements presented by operation of MRI machinery. Zeiber also testified that Smith had initially been hired into the radiology assistant position principally to work with MRI technicians in an assistant position. In April 2024, Smith was the only employee in the Radiology Assistant position.

At about the same time, the Employer created the MRI Safety Assistant position, a position that had not previously been listed in either of the bargaining units representing the Employer’s employees. The Employer informed Smith of this change and that the MRI Safety Assistant position was the only position with the Employer that would be available to her. The Employer informed Smith that her position was being eliminated and that she would have to apply for the MRI Safety Assistant position to continue working for the Employer. Smith testified that the Employer presented applying for the MRI Safety Assistant position to keep her employment with the Employer.

Smith testified that the only thing explained to her about the change in positions was that “it was technically illegal to be in the position of radiologist assistant, and that I was non-technical.” Smith testified that she understood that by ‘illegal,’ the Employer had meant that she was in a position that she should not have been in. After Smith applied for the MRI Safety Assistant, she was given the position without further interview or training. In June 2024, Smith began working in the MRI Safety Assistant position.

On April 24th, the Petitioner filed a grievance alleging that by moving Smith into the MRI Safety Assistant position, the Employer had violated the parties’ CBA⁸. Specifically, the Petitioner’s grievance states “...Smith was told her position was moving from a USW Radiology Assistant job to a SEIU MRI Safety Tech position. She was told she had to apply for the SEIU position to keep her job. The duties of this new position is still technical work and her job duties are not changing.” The Petitioner sought a settlement of this grievance that would return Smith’s position, now as an MRI Safety Assistant, back to the Petitioner’s bargaining unit.

⁷ All dates are in 2024 unless otherwise stated.

⁸ Petitioner Exhibit 2.

On May 21st, the Employer emailed the Petitioner with its Step 2 response to the grievance stating that no violation of the contract had taken place, and that the Radiology Assistant position would remain a position in the Petitioner's bargaining unit. Additionally, the Employer stated that the MRI Safety position is covered and "in alignment" with the SEIU (non-professional) unit. Further, the Employer stated that the employee had voluntarily bid into the position. On May 23rd, the Petitioner emailed the Employer, refusing to accept the Employer's response and moving the grievance to Step 3⁹.

On June 10th, Alexia Dressler, the Employer's HR representative, emailed the Petitioner the Employer's Step 3 response to the grievance. In this email, Dressler repeated the Employer's previously stated position regarding the two positions and denied the grievance.

On July 19th, Kelly Weaver, bargaining representative for the Petitioner, requested the Employer recognize the Petitioner as the representative of the employees in the MRI Safety Assistant classification because there was no substantive change from the Radiology Assistant classification. Weaver gave the Employer a July 24th, deadline to respond.

On July 25th, the Employer responded to this request to bargain. The Employer's representative, Joseph Martin, responded that while he agreed that the MRI Safety Assistant is "somewhat" similar to the Radiology Assistant position, the Employer's HR comp department had concluded that the MRI Safety Assistant classification belonged in the "non-professional" group. Since this correspondence, the parties have held this grievance in abeyance.

A. Radiology Assistant

The Employer describes the Radiology Assistant position's roles and responsibilities as:

"Primarily assists Radiology staff in providing non-technical support to the various departments of Radiology, expedites procedures through direct patient transportation, patient preparation, specimen transportation, preparation of imaging rooms and other related assistance. Involves clerical support such as processing studies, answering phones, and scheduling studies. Individualized duties are defined by each area."¹⁰

The job description contains 14 items intended to illustrate the position's core responsibilities:

- Greets patients upon arrival, aids in filling out necessary paperwork and transports patients.
- Schedules patient appointments when needed. Prepares and processes requests for imaging and processes these requests to the appropriate technical personnel.
- Answers telephone calls for area and routes call appropriately. Compiles and documents information based on patient's interviews or physician input by typing, posting and filing as the need dictates.

⁹ Petitioner Exhibits 3 and 4 contain the grievance answers and responses.

¹⁰ Petitioner Exhibit 5.

- Performs clerical functions as required and requested.
- Assists in patient preparation and completion of examinations.
- Verifies patient schedules.
- Observes a patient when required.
- Assists in emergency situations.
- Assists in patient positioning and lifting and transporting when needed.
- Prepares and maintains records and files as directed.
- Prints reports as required.
- Assists in ensuring all necessary supplies are available and stocked.
- Assists in completing requests for supplies.
- Assists technical staff with any/all duties necessary for completion of imaging studies.

Smith testified that she worked in this position for two years. As a Radiology Assistant she was supervised by Scott Zeiber, Radiology Operations Manager for the Employer's Western Region. Smith testified that as a Radiology Assistant she worked in the Employer's MRI Department. She further testified that during that time she worked with the MRI machine and cardiac monitors for patients. Smith, as a Radiology Assistant, worked with MRI techs and interacted with MRI patients. In terms of the paperwork Smith did, she testified that she was responsible for filling out the MRI screening paper and the implant information for patients.

Zeiber testified that Radiology Assistants assist the technologists throughout the radiology department in a very broad role. Zeiber specified that this role encompasses assistance with X-ray, CT scans, or ultrasound machines which are all within the radiology department in addition to working with the MRI machines in the MRI department. As noted above, however, Smith was the only Radiology Assistant at the Employer's Lewistown facility and she testified that she worked exclusively in the MRI department.

B. MRI Safety Assistant

The Employer describes the MRI Safety Assistant position's roles and responsibilities as:

"The MRI Safety Assistant works to assist MRI technologists to facilitate safe care and workflows in the MRI environment. The MRI Safety will strictly adhere to and enforce safety procedures to ensure a safe environment for the patient, family, non-MRI personnel, and self. The MRI Safety Assistant will also assist the MRI technologist in preparing and positioning the patient for the MRI exam, expedite procedures through direct patient contact including patient transportation, patient preparation, specimen transportation, preparation of imaging rooms and other related assistance. The assistant will also be responsible for answering phone and scheduling MRI scans, and any associated electronic and/or paper forms¹¹."

The job description contains 23 items intended to illustrate the position's core responsibilities:

¹¹ Petitioner Exhibit 6.

- Provides patient care as directed by the MRI technologist, virtual operations center, or physician in meeting the multidisciplinary plan of care established for each patient.
- Assists in problem solving and troubleshooting in the care and maintenance of equipment and assists in ensuring adequate supplies are available on unit.
- Provides one to one patient safety watch as assigned following established policy and procedures.
- Responsible for transporting non-controlled medications as necessary to meet the needs of the clinic and unit.
- Greets patients upon arrival, aids in filling out necessary paperwork and transporting patients to appropriate imaging areas.
- Schedules patient's appointments when needed.
- Prepares and processes requests for imaging and processes these requests to the appropriate technical personnel.
- Answers telephone calls for area and routes calls appropriately.
- Compiles and documents information based on patient's interviews or physician input by typing, posting, and filings as the need dictates.
- Assists in patient preparation and completion of examinations.
- Verifies patient schedules.
- Observes a patient when required.
- Assists in emergency situations.
- Assists in patient positioning and lifting and transporting when needed.
- Prepares and maintains records and files as directed.
- Prints reports as required.
- Assists in ensuring all necessary supplies are available and stocked.
- Assists in completing requests for supplies.
- Assists technical staff with any/all duties necessary for completion of imaging studies.
- Participates with Virtual Operations Center to complete examinations.
- Performs safety screening on patients going into MRI suites.
- Responsible for safe practices in MRI suites when applicable.
- Will perform job duties under the direct supervision of an MRI technologist.

As an MRI Safety Assistant, Smith testified that she now reports to Erica Crotty in the MRI department. Smith works with the MRI machine and cardiac monitors for patients, the same equipment she worked with as a Radiology Assistant. Smith testified that in this position, she interacts with MRI patients, the same patients she interacted with as a Radiology Assistant. Smith additionally testified to filling out MRI screening paperwork prior to scan and patient implant information. Smith testified that there were no "major differences" between the work she did as a Radiology Assistant and MRI Safety Assistant. Smith likewise testified that she did not do anything new in her current position that she had not done as a Radiology Assistant and there were no tasks or responsibilities that she was no longer responsible for as an MRI Safety Assistant. Smith also testified that her uniform did not change and remained the blue and black colored uniform that the entire MRI imaging department, including the MRI techs wear. Smith received a ten cent raise in the MRI Safety Assistant position. Smith's schedule did not change

when she became an MRI Safety Assistant. In terms of her current supervision, Crotty supervises Smith and the other MRI technicians.

Michelle Waltman, a compensation analysis for the Employer, testified that some of the positions in this bargaining unit are part of a career ladder, where the lower positions do not require additional training or certification, but additional training or certification attained through and during the course of employment at the facility is needed to move into the higher positions. Waltman testified that the Employer has MRI Safety Assistants at its other health care facilities. These employees in this position at other facilities within the Employer's broader healthcare system are not in any "technical unit bargaining agreement," and the record reflects that they are also not union-represented at the other facilities.

According to Zeiber, the MRI Safety Assistant position is strictly focused on MRI operations. Further this position, according to Zeiber, does not require any additional training aside from knowledge of MRI safety and no higher education is needed.

II. BOARD LAW

Pursuant to Section 9(c)(1) of the Act, the Board oversees unit clarification proceedings when there is a need to resolve

"ambiguities concerning the unit placement of individuals who, for example, come within a newly established classification of disputed placement, within an existing classification which has undergone recent, substantial changes in the duties and responsibilities of the employees in it so as to create a real doubt as to whether the individuals in such classification continue to fall within the category-excluded or included that they occupied in the past." See *Union Electric Co.*, 217 NLRB 666, 667 (1975).

In unit clarification proceedings, the Petitioner bears the burden of presenting specific, detailed evidence in support of its position.

Under *Premcor, Inc.*, 333 NLRB 1365, 1366 (2001), the Board declines to apply an accretion analysis when it is established that "a new classification is performing the same basic functions as a unit classification historically had performed..." Once this is established, the Board in *Premcor* concludes that "new classification is properly viewed as remaining in the unit rather than being added to the unit by accretion." The *Premcor* test therefore requires the Board compare the existing job classifications with the new job classification, including whether employees in both groups perform similar duties using similar processes and working conditions. *Premcor* 333 NLRB at 1365-1366.

In *AT Wall Co.*, 361 NLRB 698 (2014), Board did not apply the *Premcor* standard when the employer had brought in a new production sector of its facility, these new employees did not displace or perform bargaining unit work because that employer brought in entirely new equipment from a different factory, installed this new equipment in a separate line from its traditional production processes, and maintained separate work hours, training, and other work

terms for the employees operating that new equipment. In *Walt Disney Parks and Resorts*, 367 NLRB No. 80 (2019), the Board declined to apply the *Premcor* standard when a set of drivers operated private vehicles, drove on-demand routes, receive different length of training, and were authorized to act independently when interacting with guests. The work of these new drivers was in contrast to the work performed by a set of union represented bus drivers that operated commercial vans, stuck to established routes, and did not spontaneously interact with the passengers. It was insufficient to apply the *Premcor* standard when both set of drivers merely drove vehicles that transport that Employer's guests to its parks. As the Board emphasized in that case, the comparison of employee functions must not be taken at an overly broad level but rather focus on the details of the employees' terms and conditions of employment.

By contrast to those cases, the Board applied the *Premcor* standard in *Developmental Disabilities Institute, Inc.*, 334 NLRB 1166 (2001). In that case, an employer had created a new program to provide one-on-one behavioral care to children at its school. The employer in that case moved some teaching assistants, a represented classification, into this new position. Further, the Board found in that case that this new position performed the same educational function as the represented teaching assistant. Both positions had the goals of supporting students in a classroom setting, even though the new position worked with students one-on-one whereas the teaching assistants worked with a small group of students.

If, however, the Board finds that the *Premcor* standard is not met, the new classification will only be added to the petitioned for bargaining unit when "the employees sought to be added to an existing bargaining unit have little or no separate identity and share an overwhelming community of interest with the preexisting unit to which they are accreted." See *CHS, Inc.*, 355 NLRB 914, 916 (2010) quoting from *Frontier Telephone of Rochester, Inc.*, 344 NLRB 1270, 1271 (2005). Under these cases, the Board will appropriately accrete the new classification into an existing bargaining unit. The accretion doctrine is applicable "only where the employees sought to be added to an existing bargaining unit have little or no separate identity and share an overwhelming community of interest with the preexisting unit to which they are accreted." *E. I. Dupont de Nemours, Inc.*, 341 NLRB 607, 608 (2004). The Board has identified two "critical" factors needed for an accretion: employee interchange and common day-to-day supervision. *NV Energy*, 362 NLRB No.5 (2015), at 3-4; *Passavant Retirement & Health Center*, 313 NLRB 1218 (1994). "The absence of these two factors will ordinarily defeat a claim of lawful accretion." *Frontier Telephone of Rochester, Inc.*

In cases involving healthcare facilities, such as the Employer's facility, the Board's Health Care Rules apply. The Board's Healthcare Rule (Appropriate Bargaining Units in the Healthcare Industry), provides that, except in "extraordinary circumstances" or where nonconforming units already exist, the only units appropriate in an acute-care hospital are the following, and combinations thereof: (1) all registered nurses; (2) all physicians; (3) all professionals except for registered nurses and physicians; (4) all technical employees; (5) all skilled maintenance employees; (6) all business office clerical employees; (7) all guards; and (8) all nonprofessional employees except for technical employees, skilled maintenance employees, business office clerical employees, and guards. 29 C.F.R. § 103.30(a)-(c), 54 Fed. Reg. at 16336-48 (1989), 284 NLRB at 1579-97 (1987). In the instant case, the units at issue involve

two non-conforming units with the Petitioner's unit predominantly consisting of technical employees.

In its Second Notice of Proposed Rulemaking, the Board explained that technical jobs in the healthcare field involve the use of independent judgment and specialized training and can be found in major occupational groups such as medical laboratory, respiratory therapy, radiography, emergency medicine and medical records. 53 Fed. Reg. at 33918, 284 NLRB at 1553. Healthcare technical jobs require significant education or training beyond high school, which can be obtained by completing an associate's degree from a community college, a vocational training program run by a hospital, a course of studies at an accredited technology school, and in some fields, by completing a 4-year college degree. 53 Fed. Reg. at 33918, 284 NLRB at 1554. Although the laws on licensing, training, registration and qualifications vary across the country, most technical employees are certified (usually by a national examination), licensed or registered with state authorities. *Id.*; see also *Rhode Island Hosp.*, 313 NLRB 343, 353 (1993). Technical employees also generally earn more than other nonprofessionals in the healthcare industry. 53 Fed. Reg. at 33918-19, 284 NLRB at 1554.

As defined by the Board, "Technical employees . . . are distinguished by the support role they play within the hospital, and by the fact that they work in patient care." 53 Fed. Reg. at 33918, 284 NLRB at 1554. With the exception of Licensed Practical Nurses (LPNs), technical employees do not work in patient-care areas. 53 Fed. Reg. at 33919, 284 NLRB at 1554-55. Instead, they typically work in laboratories or in technical departments, performing tasks such as processing and reviewing patient specimens, performing routine clinical tests, administering blood gases, providing general respiratory care, taking x-rays, performing ultrasound procedures, computerized tomography (CT) scans, electrocardiograms (EKG) and electroencephalographs (EEG), all of which are considered ancillary services and diagnostic in nature. *Id.* They typically work regular daytime hours, with skeleton crews in the evenings, at night and on weekends. 53 Fed. Reg. at 33919, 284 NLRB at 1554. Due to differences in their respective skill sets, functions and educational backgrounds, there is no temporary interchange and little permanent interchange between technical employees and other non-professionals. 53 Fed. Reg. at 33919, 284 NLRB at 1555.

III. ANALYSIS AND DETERMINATION

Having evaluated the record evidence and the parties' briefs, for the reasons set forth below, I conclude that Smith, the employee in the MRI Safety Assistant position is performing the basic functions she historically performed as the Radiology Assistant. Accordingly, I hereby clarify the Petitioner's bargaining-unit description to include the MRI Safety Assistant position at the Employer's Lewistown, Pennsylvania facility.

The Petitioner has argued the appropriate test to apply in these circumstances is the one articulated by the Board in *Premcor, Inc.*, 333 NLRB 1365, 1366 (2001) and that under such a standard, the MRI Safety Assistant position is performing the same work as bargaining unit members and therefore should remain in the bargaining unit. By contrast, the Employer has

argued that the Region should apply a community of interest test and that under such an analysis the MRI Safety Assistant, as a non-technical employee, should not be accreted into the Petitioner's bargaining unit. Rather, the Employer argues the MRI Safety Assistant should be properly accreted into the Party-In-Interest's bargaining unit. The Party-In-Interest has not taken a position in this proceeding.

Here, the Petitioner's unit is defined by a lengthy list of specific classifications, which includes the Radiology Assistant. Thus, to be added to the unit, the MRI Safety Assistant position must be shown to perform the same basic functions as employees in a classification or classification listed as within the unit. See *AT Wall Co.*, 361 NLRB at 698. The MRI Safety Assistant has continued to perform work that had been performed by the past occupant(s) of the currently un-filled Radiology Assistant position. This work is done on the same machinery and the same set of patients that are handled in the Radiology department more generally. In essence, the new MRI Safety Assistant position is taking exclusive control over the subset of the work performed historically by the Radiology Assistant.

The only arguably significant differences between these positions noted in the record are in the position's job title, supervision and pay. Specifically, the MRI Safety Assistant is supervised by the head of the MRI department Erica Crotty, while the Radiology Assistant is under the supervision of Operations Manager of the Radiology Department, Scott Zeiber. Additionally, Smith was paid ten cents more per hour when she moved into the MRI Safety Assistant position.

Further similarities between the Radiology Assistant and MRI Safety Assistant positions can be drawn out from the Employer's written description and the record testimony. Both position's formal job descriptions include greeting patients upon arrival; assisting patients in filling out necessary paperwork; transporting patients to appropriate imaging areas; verifying patient scheduling, observing patients, assisting in maintaining and requesting supplies and assisting in emergency situations.

In the Employer's job description for the MRI Safety Assistant position, the Employer specifies that this position is to assist MRI technologists to facilitate safe operation and patient care with the Employer's MRI machines, including problem solving and troubleshooting in the care and maintenance of the MRI equipment. Additionally, the formal job description includes the tasks of performing safety screenings on patients going into MRI suites and ensuring safe practices in the MRI suites.

The Employer's assertion that the MRI Safety Assistant is not a technical employee and therefore would be inappropriately placed in the Petitioner's bargaining unit comprising technical employees is without merit in view of the parties' significant collective-bargaining history. While, the record shows the Petitioner's bargaining unit does not conform to the Board's Health Care Rule under Section 103.30(c), the record also shows that the Party-In-Interest's bargaining unit is non-conforming to the Health Care Rule. When confronted with such questions of unit placement, however, the Board affords a great degree of deference to bargaining history. In interpreting the Health Care Rule, the Board typically applies this Rule in

cases concerning initial organizing attempts, or where there are existing nonconforming units, to a petition for a new unit of previously unrepresented employees would be an addition to the existing units to the workplace. See *Crittenton Hospital*, 328 NLRB 879, 880 (1999) and *Kaiser Foundation Hospitals* 312 NLRB 933 (1993). Specifically, in *Kaiser Foundation Hospitals*, the Board refused, pursuant to its principled deference to collective-bargaining history, to entertain a petition that would have severed a subset of employees from a larger, long-standing unit.

If the newly created MRI Safety Assistant position, which performs the work historically performed by the Radiology Assistant, is placed in the Party-In-Interest's unit, the effect would be just such a severance from a long-standing bargaining unit. This consideration further supports the necessity of applying *Premcor* in these circumstances and as demonstrated above, under *Premcor*, the MRI Safety Position is appropriately deemed to have remained in the Petitioner's bargaining unit. Removing this job from the Petitioner's bargaining unit would not only go against *Premcor*, but such a decision would also run counter to Board policy more generally. *Crittenton Hospital*, 328 NLRB 879, 880 (1999).

The facts presented in this case differ from those presented in cases where the Board rejected applying the *Premcor* standard. Unlike in *AT Wall Co.*, 361 NLRB 698 and *Walt Disney Parks and Resorts*, 367 NLRB No. 80, the record shows that there has not been the introduction of any new machinery or work processes introduced into the Employer's facility necessitating the creation of the MRI Safety Assistant position. In contrast, the work performed by the MRI Safety Assistant has been the same as the work historically performed by the Radiology Assistants, including Smith, the last individual to hold that position.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67(c) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

Procedures for Filing Request for Review: Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site (www.nlr.gov), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must comply with the formatting requirements set forth in

Section 102.67(i)(1) of the Board's Rules and Regulations. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#).

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time) on May 27, 2025**, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on May 27, 2025**.

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which must also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Any party may, within 5 business days after the last day on which the request for review must be filed, file with the Board a statement in opposition to the request for review. An opposition must be filed with the Board in Washington, DC, and a copy filed with the Regional Director and copies served on all the other parties. The opposition must comply with the formatting requirements set forth in §102.67(i)(1). Requests for an extension of time within which to file the opposition shall be filed pursuant to §102.2(c) with the Board in Washington, DC, and a certificate of service shall accompany the requests. The Board may grant or deny the request for review without awaiting a statement in opposition. No reply to the opposition may be filed except upon special leave of the Board.

Dated: May 12, 2025

/s/ Nancy Wilson

NANCY WILSON
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

