

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 06**

NORTH HUNTINGDON EMS/RESCUE

Employer

and

SHANNON MARTIN, AN INDIVIDUAL

Petitioner

Case 06-RD-369695

and

**TEAMSTERS LOCAL UNION NO. 205 A/W
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

Union

DECISION AND ORDER

On July 21, 2025, Shannon Martin (Petitioner) filed the instant petition seeking to decertify Teamsters Local Union No. 205 a/w International Brotherhood of Teamsters (the Union) as the exclusive collective bargaining representative of a unit of all full-time and regular part-time paramedics, emergency medical technicians(EMT), rescue techs, and office clerical workers (Unit), employed by North Huntingdon EMS/Rescue (the Employer) at its North Huntingdon, Pennsylvania facility.

A hearing officer of the Board conducted a videoconference hearing on July 29, 2025. The parties were given the opportunity to present witness testimony, documentary evidence and to state their positions on the record. Petitioner filed a post-hearing brief and the Employer filed a memorandum of law.¹ The only issue in dispute is whether there is a voluntary recognition bar precluding the Board from conducting an election.

The Union asserts that the petition should be dismissed because a reasonable period of time had not passed for bargaining an initial collective bargaining agreement at the time the petition was filed and a recognition bar exists pursuant to 29 CFR §103.21.

At the hearing, the Employer contends that a reasonable period of time has been provided, and therefore the petition should be processed. In its memorandum of law, the Employer does not address the voluntary recognition bar rule set forth in 29 CFR §103.21 but, instead asserts that Section 9(c)(B)(3) (election year bar rule) and Section 9(c)(B)(e)(2) (certification year bar rule)

¹ The Union did not file a post-hearing brief but laid out its position on the record at the hearing.

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are both applicable to this case. The Employer also argues in its memorandum of law that an employer may unilaterally withdraw recognition where the union has lost majority support citing *Wyman Gordon Pennsylvania, LLC*, 368 NLRB No. 150 (2019) and *Levitz Furniture Co. of the Pacific*, 333 NLRB 717 (2001). The Employer argues that if an election is not conducted and the parties reach a contract, the employees may not be able to vote for representation pursuant to the contract bar rule which may be as long as three years. Thus, the Employer asserts that no party will be prejudiced by processing the petition.

The Petitioner's brief did not specifically take a position on the existence of a voluntary recognition bar or whether a reasonable period of time for bargaining has elapsed but argues in favor of processing the petition based upon other arguments and considerations that were not subject to litigation in the instant proceedings. Specifically, the Petitioner contends that employees have lost confidence in the Union's representation of the Unit and the petition should be processed on that basis.

I have carefully considered the record evidence and arguments in this matter. As described in greater detail below, I find that since the petition was filed eight days short of six-months from the parties' first bargaining session, a voluntary recognition bar exists and I am therefore dismissing the petition.

I. STATEMENT OF FACTS

A. Procedural History and Recognition

On August 8, 2024, upon obtaining showing of interest from a majority of the unit, the Union's attorney, R. Anthony DeLuca, made a written demand for voluntary recognition upon the Employer as the exclusive bargaining representative of the Unit. As memorialized in the Voluntary Recognition Notice², the Employer voluntarily recognized the Union as the representative of the Unit effective October 14, 2024.³ As described in detail below, the parties first met for negotiations on January 29, 2025⁴, less than six months prior to the filing of the instant petition.

B. The Parties' Contract Negotiations

It is undisputed that the Employer and the Union met for their first bargaining session on January 29. In this regard, John Cerra, Business Agent for the Union, testified, without specificity, about making attempts to schedule bargaining sessions between October 2024 and January 2025,

² Joint Exhibit 2.

³ Joint Exhibit 2 is an NLRB Voluntary Recognition Notice (Form NLRB-4481). This form became obsolete when the NLRB Rules and Regulation were changed effective September 30, 2024, eliminating the case processing procedures for Voluntary Recognition Notices. As such, while this form was e-filed by the Employer in related case 06-CA-349215, and memorializes the voluntary recognition, it was not processed by the Region as a representation case.

⁴ All dates are in 2025 unless otherwise specified.

but did not receive a response from Employer representatives. The Employer's witness, Executive Director Rob Leuthold, did not deny the initial delays in responding to the Union's attempts to schedule bargaining sessions, but explained that that Employer's delay in responding was simply due to an internal breakdown in communications which resulted from turnover in management officials. On October 19, 2024, prior to the parties' first bargaining session, the Union electronically mailed its initial written proposal to the Employer.

As described below, the parties met a total of five times prior to the filing of the instant petition: January 25; February 26; May 5; May 30; and June 20. There was also one session scheduled for March 19, that was cancelled by the Employer and one session scheduled in April 2025 that was cancelled by the Union. On average, the bargaining sessions lasted between one and two and a half hours each.

During the first bargaining session on January 29, Union representative John Cerra offered the Union's second proposal to the Employer. The Employer made no counter-proposal during that meeting. The second bargaining session took place on February 26, during which the Employer's attorney provided the Union's representative Cerra with its first counter-proposal. The Employer then cancelled a bargaining session scheduled for March 19, and the Union cancelled a bargaining session scheduled for April. Both cancellations were the result of the parties' having a personal conflict resulting from deaths in the family.

The third bargaining session took place on May 5. At this session, the Union gave its counter-proposal to the Employer's counter-proposal received during the previous session. The next bargaining session took place on May 30, during which the Employer provided another counter-proposal, and the Union also provided a different proposal. The parties agreed to color-code their versions of the proposals with the colors indicating which contract terms have been agreed upon. The latest session took place on June 20, and in testimony at the hearing, the Union indicated another session was scheduled.

Over the course of bargaining, the parties have tentatively agreed to recognition, nondiscrimination, dues checkoff, holidays, sick and bereavement leave, job stewards, grievance procedure, casual employees, military employees, 403(b) compensation, subcontracting, separation, discharge or suspension, a lie detector clause, maintenance of membership, drive authorization, alcohol and substance abuse, and effective dates for the contract. Though no tentative agreement has been reached on healthcare and wages, and both the Employer and the Union concede that there have been no substantive discussions regarding healthcare and wages, there has been movement on both sides within the parties' proposals. Testimony at the hearing showed that the Union had decreased its proposed wage rate partially in response to its assessment that the Employer had made some concessions on its proposals regarding employee contributions to healthcare.

Neither the Union nor Employer have declared impasse and no party argued in this proceeding that they are at impasse, either overall or on any particular subject. While the Employer does not concede to the Union's characterization that the parties were near an agreement at the time of the hearing, and Employer witness Leuthold first used the word "impasse" to describe the status of

the issue of healthcare negotiations. However, when further questioned by the Union's attorney, Leuthold agreed that there is still a possibility of discussions and agreement on that issue. Leuthold did note, however, that there had not been any discussions on that topic since the beginning of bargaining and the Union did not disagree.

As detailed above, the record shows a number of tentative agreements on many topics, though notably not on healthcare, wages, or paid time off. As a result, the Union posits that the parties are close to an agreement, but the Employer disagrees.

At the hearing, the Union's witness, Cerra, testified that bargaining about paid time off and overtime is made more complex in the instant situation by the fact that the unit members work 48 hours per week instead of 40 hours and typically work 24-hour shifts. Similarly, on cross-examination the Employer's witness, Leuthold, agreed with the Union's Counsel that the issue of training, and how training is compensated is a complex issue.⁵ The record reflects that the parties intended to reserve the issues of wages and health insurance to the end of the bargaining process.

II. ANALYSIS

A. Recognition Bar Analysis

As laid out above, the issue here is whether a voluntary recognition bar exists. On this issue, the Board is bound by its regulation at 29 CFR §103.21, which codifies the multi-factor test found in *Lee Lumber*, 334 NLRB 399, 405 (2001). The regulation clearly specifies that the reasonable period of time "is defined as no less than 6 months after the parties' first bargaining session and no more than 1 year after that date." 29 CFR §103.21.

As an initial matter, it is undisputed that the Employer voluntarily recognized the Union upon a showing of majority support on October 14, 2024, and that the parties held their first bargaining session on January 29. I find that there is no record evidence to indicate that there was an unreasonable delay in the parties holding their first bargaining session which was about 10 weeks from the date of voluntary recognition. As the instant petition was filed on July 21, less than six months after the parties' first bargaining session, a voluntary recognition bar exists and the petition must be dismissed on that basis. Moreover, while I do not need to address the other factors set forth in 29 CFR §103.21, I note that the record establishes that the parties have been bargaining for a first contract and have made progress towards an agreement.

III. CONCLUSIONS

1. The rulings at the hearing are free from prejudicial error and are hereby affirmed.
2. The parties stipulated, and I so find, the Employer is engaged in providing emergency medical services and patient transportation and is an employer engaged in commerce

⁵ The record does not reflect what factors make the issue of training a complex issue these negotiations.

within the meaning of Section 2(2), (6) and (7) of the Act and is subject to the jurisdiction of the Board.⁶

3. The parties stipulated, and I so find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.
4. The parties stipulated, and I so find, the following employees of the Employer constitute a Unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time paramedics, EMTs, rescue techs, and office clerical employees employed by the Employer.

Excluded: All managerial employees, guards and supervisors as defined in the Act.

5. Based on the evidence presented at the hearing, I find that no question concerning representation can be raised because a voluntary recognition bar was in effect pursuant to 29 CFR §103.21 when the petition was filed.

IV. ORDER

IT IS HEREBY ORDERED that the petition in this matter is dismissed.

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.nlrb.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)

⁶ The Employer, North Huntingdon EMS/Rescue, is a Pennsylvania non-profit corporation with an office and place of business at 11259 Center Highway, North Huntingdon, Pennsylvania. During the past twelve-months, a representative period, in the course and conduct of its business operations, the Employer derived gross revenues in excess of \$500,000, and purchased and received at its North Huntingdon, Pennsylvania facility, goods and materials valued in excess of \$5,000 directly from points located outside the Commonwealth of Pennsylvania.

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 October 10, 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 October 10, 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 Direction 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: September 26, 2025

/s/ Nancy Wilson

NANCY WILSON
Regional Director
National Labor Relations Board
Region 06
1000 Liberty Ave Rm 904
Pittsburgh, PA 15222-4111

