

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

PEOPLES NATURAL GAS COMPANY, LLC

Employer

and

Case 06-RC-392467

**UTILITY WORKERS UNION OF AMERICA, AFL-CIO,
LOCAL 612**

Petitioner

DECISION AND DIRECTION OF ELECTION

On August 7, 2026, Local 612 of the Utility Workers Union of America, AFL-CIO (the “Petitioner”) filed a representation petition seeking an *Armour-Globe*¹ self-determination election to add approximately five Measurement, Control and Communications Technicians (“MCC Techs”) to an existing bargaining unit of approximately 900 employees employed by Peoples Natural Gas Company, LLC (the “Employer”).²

The Employer contends that an *Armour-Globe* election is inappropriate because the petitioned-for employees do not share a community of interest with employees in the existing bargaining unit. The Petitioner maintains that the petitioned-for employees share a sufficient community of interest to be included in the existing unit comprised of various service, maintenance and technical employees described more specifically below.

On August 24 and 25, 2026, a hearing officer of the Board held a hearing in this matter, at which time the parties were afforded the opportunity to present evidence and state their respective positions on the record. The parties submitted post-hearing briefs, which I have carefully considered.

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the Board. As explained below, based on the record and relevant Board law, I find that the MCC Techs constitute a distinct, identifiable voting group and share a community of interest with the existing bargaining unit. Accordingly, I am directing a self-determination election to allow the

¹ *Armour & Co.*, 40 NLRB 1333 (1942), and *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937).

² The Petition sought the “Automation Technician Department Employees.” The record at hearing established that the correct job title of these employees is Measurement, Control and Communications Technicians (“MCC Techs”) and this Decision will refer to them using their correct job title throughout.

MCC Techs to decide whether to join the existing bargaining unit represented by the Petitioner or to remain unrepresented.

I. FACTUAL BACKGROUND

A. The Employer's Structure and Operations

The Employer is a public utility provider engaged in the distribution of natural gas in western Pennsylvania. The Employer's service area includes the geographic region extending east from the Ohio border to around Altoona and Johnstown³ and south from the I-80 corridor to the West Virginia border.

The Employer has approximately 3,820 regulator stations which regulate gas pressure. About 50 bargaining unit Gas Measurement & Regulation Technicians or Specialists ("GM&R Techs") inspect and repair these regulator stations as well as high volume gas meters. GM&R Techs are generally responsible for the regulation and measurement of the flow of gas in the Employer's systems, including testing pressure valves to ensure they are working correctly. The GM&R Techs report to GM&R supervisors which in turn report to regional managers.⁴ The GM&R Tech job descriptions reflect that they work in the "Gas Operations" Department.

The Employer also maintains approximately 27 compressor stations that increase the pressure of gas in the system. Compressor stations are operated via a station control computer which monitors the engines and operates various valves and measuring devices in the station. Approximately 17 bargaining unit Station Engineers and Station Engineer Reliefs operate and maintain the compressor stations. Eight bargaining unit Station Repairmen are responsible for mechanical repairs to the compressor stations. Station Engineers and Station Repairmen report to two supervisors who in turn report to Timothy Love, Manager of Compressor Operations. These operations are referred to as the "Station Department."

Non-union "gas control" employees monitor gas pressure and flow throughout the Employer's system, including the compressor sites, via computers at facilities in Pittsburgh and Wilkesburg. At approximately 142 locations throughout the Employer's service area, including compressor stations and some regulator stations, there is supervisory control and data acquisition ("SCADA") equipment which permits gas control employees to remotely monitor data and control various valves. SCADA equipment is installed, maintained, and repaired by the five petitioned-for employees in the MCC Department. MCC Techs are supervised by Tom Bock, Gas Measurement and Regulation Operations Manager.

³ Unless otherwise specified, all cities specifically referenced in this Decision are located in Pennsylvania.

⁴ The record does not reflect the names or official titles of the regional managers. GM&R Specialist Joshua Cascone testified that he believed his supervisors reported to Tom Bock, who is the Employer's Gas Measurement and Regulation Operations Manager. However, Bock denied that the GM&R supervisors report to him. Bock explained that contrary to what one may assume from his title, GM&R supervisors report to a different manager at his level.

B. Collective Bargaining History

The Employer has approximately 1,600 employees. The existing unit, to which the Petitioner wishes to add the MCC Techs, contains approximately 900 employees in the following classifications:

Fitter, Fitter Construction, Fitter- CDL, Fitter Construction- CDL, Clerk, Customer Serviceman B, Station Engineer, Station Engineer Relief, Vac Truck Helper, Fitter Operator, Damage Prevention Technician, General Maintenceman, Leak Detection Inspector (Includes Mobile Survey), Corrosionman B, Customer Serviceman A, Emergency Center Operator, Equipment Operator Specialist B, GM&R Technician I, Heavy Truck Driver CDL, Maintenceman A -Stopper Crew, Station Repairman B, Storage Pool Operator A (Surplussed), Warehouseman, Welder B, Bailing Machine Operator, Bridge Crewman, Corrosionman A, Crane Operator, Customer Service A, Equipment Operator Specialist A, Fitter Leader, Fitter Leader- CDL, Fitter Leader Construction, Fitter Leader Construction- CDL, GM&R Technician II, Machine Operator, Machine Operator- CD, Machine Operator Construction, Machine Operator Construction- CDL, Maintenceman A- Stopper Crew, Pipeline Inspector), Truck Driver Heavy - CDL, Vac Truck Operator, Welder A, Bridge Crew Leader, Corrosion Specialist, Electrician Specialist, Equipment Operator Specialist, GM&R Specialist, Mechanic A, Station Repair Crew Leader, Stopper Crew Leader, T&S Group Leader, Truck Driver Heavy (After HAZMAT License), Welder Specialist, Work Group Leader Construction.

The Petitioner and the Employer are parties to a collective bargaining agreement effective from November 1, 2023 through at least October 31, 2028, covering all employees in the above classifications. The parties have a longstanding bargaining relationship.

In addition to the large existing unit at issue in this matter, the Petitioner represents a separate unit of about 20 dispatch employees. Another bargaining unit of approximately 100 call center employees is represented by a different union. References to the unit or to unit employees throughout this decision refer to the large bargaining unit to which the Petitioner seeks to add the MCC Techs.

C. Facts Relevant to a Community of Interest Determination

1. The Existing Bargaining Unit

As evidenced by the contractual bargaining unit description, the existing bargaining unit is made up of numerous job classifications. The evidence submitted at hearing regarding the existing bargaining unit and its relationship to the petitioned-for group of MCC Technicians focused in most detail on the above-referenced “Gas Operations Department” employees (ie. GM&R Technicians) and “Stations Department” employees (ie. Station Engineers, Station Engineer Reliefs and Station Repairmen).

As set forth in the current collective-bargaining agreement, the hourly rates of employees in the existing unit range from \$26.52 to \$47.48. Classifications are assigned to pay grades and some positions have progressions to higher pay grades. For example, unit members who successfully bid into the GM&R Tech position began at GM&R Tech I, progress to GM&R Tech II after one year, and progress to GM&R Specialist after passing a test.

Unit employees work established shifts that vary based on the classification, and the Employer is contractually permitted to unilaterally change shift start times by up to an hour. Unit members generally receive overtime pay after working eight hours a day and after working forty hours a week. They earn premiums for working on Sundays, double time for work on their second consecutive day of rest and are paid time-and-a-half for working on holidays in addition to holiday pay. Unit employees are entitled to a minimum of three hours’ pay when called to work outside of their shift. Unit employees use a computer system called “TimeTrack” to enter their work hours.

The fringe benefits available to the existing bargaining unit are provided for in the collective-bargaining agreement and are, therefore, somewhat different for unit employees versus non-unit employees, including MCC Techs. For example, unit employees have different health plan options than non-unit employees, although all health insurance plans are through the same company. Unit employees receive different percentages of non-elective and matching 401(k) contributions. Unit employees are eligible for up to a 5% bonus pursuant to a short-term incentive plan based on company goals.

While there are some small differences, both unit and non-unit employees receive paid vacation time based upon their years of service, and paid holidays.

A specific set of work rules applies to the bargaining unit which specifies consequences for certain violations. There is also an employee handbook that sets forth rules that apply to non-unit employees. The handbook also applies to unit employees to the extent it does not conflict with the collective bargaining agreement.

Gas Measurement & Regulation Technicians/Specialists

GM&R Techs earn between \$43.73 to \$47.48 per hour. Their regular shift is 7:30 a.m. to 3:30 p.m. GM&R Techs are “home start” employees, meaning they report directly from home to a job site that may vary from day to day, except for when reporting to the mandatory weekly safety

meeting. GM&R Techs are assigned to a specific geographic area. They are issued a company vehicle emblazoned with a company logo, that they take home and use to report directly to job sites, a cell phone, and a computer. GM&R Techs are generally issued assignments via a computer program called Ventyx, but unplanned assignments may be given directly by supervisors.

According to the Employer's job descriptions the GM&R Specialist performs "all aspects of gas measurement, regulation and odorant" and must demonstrate "a detailed working knowledge of the overall gas delivery system." GM&R Techs inspect and repair gas pressure regulating stations and high-volume gas meters at large consumer buildings. They adjust pressure at stations depending on the season. Essential duties include installing, inspecting, testing, repairing, and calibrating "all types of measurement equipment, including meters... and including mechanical and electronic pressure and volume correctors." GM&R Specialists must also perform "routine troubleshooting relative to the gas delivery system."

While GM&R Techs' work is generally mechanical in nature, part of the GM&R Techs' work on large meters includes calibrating electronic components called "correctors" that collect data such as temperature and volume at the meters. GM&R Techs also install and calibrate devices that monitor pressure at gas regulation sites and send an alarm signal to GM&R supervision if the pressure exceeds or drops below the set parameters.

Station Engineers, Station Engineer Reliefs, and Station Repairmen

Station Engineers are paid between \$39.91 and \$45.92 an hour depending on their place in the grade progression. Station Engineers may work first, second, or third shift and have a rotating schedule where they must work two out of every five weekends. Station Engineer Reliefs fill in the schedule for absent Station Engineers because the stations run continuously.

Each Station Engineer is assigned to a compressor station or group of compressor stations for which they are responsible. Station Engineers must know how to start and shut down the station and how to recognize unsafe or abnormal conditions. They receive six to eight months of training from other employees before operating a station on their own. Station Engineers use Ventyx to log monthly maintenance tasks.

Station Repairmen are responsible for maintaining and repairing the machinery at the compressor stations and perform functions such as oil changes and fixing worn components. Repairmen report to one of two stations and are dispatched to various stations as needed.

Customer Service Representatives

Customer Service representatives are home-start employees, receive a company vehicle and computer, and are assigned to a specific geographic area. Customer Service employees are responsible for changing customer meters, responding to emergency situations or reports of gas odors, and turning on service for customers. Customer Service employees primarily receive their assignments through Ventyx. Although not explicitly stated in the record, it appears that Customer Service is a separate department in the Employer's operations. It is not clear from the record who supervises the Customer Service Representatives.

Classifications with Specific Qualifications: Mechanics, Electricians, and Welders

The unit includes Mechanics who repair and inspect the Employer's vehicles. To be qualified for the Mechanic classification, an employee must hold a "State Inspection License" and pass a written and hands-on test. Similarly, the unit includes an Electrician Specialist. To be qualified for this position, an employee must have a City of Pittsburgh Electrical Contractors License. Although unit employees may bid on these positions, they must have the qualifications to hold the job, and the Employer does not provide employees with training or time to obtain the qualifications.

In contrast, the Employer provides training and testing for unit employees who bid into the Welder classification. Successful bidders have six months to pass a test or else they must move into a different position. Welders must pass additional tests to progress to higher pay grades.

2. MCC Technicians

The five MCC Techs comprise the entire MCC department. MCC Techs may hold a lead, senior (also referred to as "MCC Technician III"), intermediate (also referred to "MCC Technician II"), or associate level position.⁵ A new hire is placed into one of these classifications based on their experience and/or education and then progresses through the positions based on time and service. The job descriptions for MCC Techs state that an associate or bachelor's degree or other certification is required, but experience may be substituted for education, and at least one senior MCC Tech has no degree or certification. MCC Techs must be able to read electronic schematics, have familiarity with electronics and communication devices, and have working knowledge of certain software.

MCC Techs primarily work on electronic devices that allow for remote control or monitoring. Their duties include troubleshooting, calibrating, and installing or replacing electronic equipment such as pressure transducers and automated valves. They are responsible for gas detectors and "fire eyes" which detect flames or flashes of light in the compressor stations. Unit employees are not trained to fix such equipment.

Terms and Conditions of Employment

MCC Techs make up the entirety of the MCC department and report directly to Gas Measurement and Regulations Operations Manager Thomas Bock. MCC Techs' regular hours are 6:30 a.m. to 2:30 p.m. Their hourly rates range from approximately \$38.08 to \$43.38 for the non-lead techs and the lead tech's hourly rate is approximately \$50.48.

The non-lead MCC Techs are hourly employees despite their pay being expressed as an annual salary in certain Employer records.⁶ The non-lead MCC Techs are paid time-and-a-half for hours worked over 40 a week. The lead tech, although he is treated as overtime-exempt, receives additional straight-time pay for hours worked over 40. MCC Techs do not earn premium pay for working on Sundays or their second day of rest. They are paid double time for working on holidays.

⁵ The Employer currently has no associate level MCC Techs.

⁶ The MCC employees' hourly rate is obtained by dividing their annual salaries by 2,080.

MCC Techs are subject to “callouts” on the weekends, but unlike unit employees, MCC techs are not guaranteed any minimum pay when called to work outside their shift. MCC employees receive an unpaid lunch break while unit employees receive two paid 15-minute breaks.

The lead MCC Tech is eligible for a 7.5% bonus called a “short-term incentive plan payment” based on company-wide goals. The non-lead MCC Techs are eligible for a 2.5% “achievement award” based on personal performance.

MCC Techs are home-based employees like GM&R Techs and receive the same or similar work vehicle model emblazoned with the same company logo as those provided to GM&R Techs. They also receive a computer. MCC Techs receive their assignments through email, Ventyx, or a direct phone call from a supervisor or someone needing assistance. The five MCC techs cover the Employer’s entire service area and are not assigned to a particular geographic area, although dispatchers usually consider where the MCC Techs are geographically based. The Employer provides both MCC Techs and GM&R Techs with all the tools they need to perform their work.

Like unit employees and other employees that work in the field, MCC Techs are required to wear fire-resistant clothing and are provided with an annual allowance to purchase clothing through a website or catalog approved by the Employer and that contains the Employer’s logo.⁷ Like the bargaining unit employees, MCC Techs report their hours worked through the “TimeTrack” program on Employer computers.

MCC Tech Contact with Unit Employees

Unit and non-unit employees, including MCC Techs, are required to attend the same weekly safety meetings held at various facilities throughout the Employer’s service area. Both unit employees and MCC Techs attend the Employer’s “fire school” where employees are trained on extinguishing fires.

Most of the supplies that MCC techs need to restock on their vehicles are stored at the Employer’s Kiski shop in Leechburg. MCC Tech supplies are stored in a locked cage along with supplies for unit corrosion employees. GM&R Techs and Customer Service employees have separate supply storage at the same facility.

MCC Techs and unit employees frequently work at the same locations at the same time, such as station revisions, new station installations, and at compressor station sites. The MCC Tech’s supervisor testified that anywhere from 20-25% of the time, MCC Techs and unit employees may be working at the same physical location. An MCC Tech testified that he works with a GM&R Tech about three times a week and interacts with some classifications in the unit basically every day for about three hours a day. A GM&R Tech testified that he interacts with MCC Techs a couple times a month. A Station Engineer testified that he sees MCC Techs at a compressor station about a couple times a month.

⁷ MCC Techs are provided with an allowance of \$400. The record does not reflect the allowance provided to unit employees.

One GM&R tech testified that when rebuilding a regulator station last year, MCC Techs, GM&R Techs, and unit construction workers worked at the site together, although working on different aspects of the equipment. MCC Techs also work with construction unit employees to check that construction matches the drawings. The unit electrician will call an MCC Tech if he has an issue he wants help with troubleshooting.

Facts Bearing on the Degree of Functional Integration with Unit Employees

The job descriptions for all levels of MCC Tech provide that it is an “essential” duty to “maintain[] interactive work relationship[s]” with “Gas Measurement personnel, Specialists, and Engineers to accurately and effectively complete job responsibilities.”⁸ Testimony at the hearing elaborated on the various ways that the work of MCC Techs and unit employees intersect.

MCC Tech’s job duties require interaction or collaboration with unit employees, especially when troubleshooting equipment malfunctions. For example, MCC Techs will troubleshoot and repair equipment at the compressor stations if equipment is not sending the correct signal to the station control computer. A Station Engineer testified that the MCC Techs are “vital” to the station department because the station cannot operate without the equipment that MCC Techs repair. If something with station computer controls is not operating correctly, the Station Engineer will contact his supervisor, who will contact the MCC Department to have someone dispatched.

When an MCC Tech arrives at a compressor station to address an issue, they typically talk to the Station Engineer first to learn what is going wrong and have them operate the equipment. The Station Engineer may need to flip a switch or roll an engine to facilitate troubleshooting, or the equipment may need to be shut off by the Station Engineer before the MCC Tech can work on it. If a flow control valve needs replacement a GM&R Tech replaces the mechanical valve and the MCC Tech connects the electronic control portion of the valve. If a component on the engine, such as a temperature transducer, needs replacement, a Station Repairman installs the pressure transducer, and the MCC Tech connects it to the computer system.

The parties’ collective-bargaining agreement contains a “live-gas clause” that prohibits non-bargaining unit employees from operating a valve associated with live gas. Therefore, if an MCC tech needs gas to be disconnected to install or repair a piece of equipment, a unit employee must come to the location to shut the gas off, turn it back on, and ensure there are no leaks after the equipment is reconnected.

GM&R employees may have to be present when MCC techs are working on electronic reporting or remote manipulation devices at gas regulation stations to handle the gas tubing or lines that plug into the electronic devices. For example, some pressure valves contain both a controls portion, which MCC Techs install, and a mechanical portion, which GM&R Techs install. In other words, the MCC Techs handle the wiring aspect of installation, while the GM&R Techs handle the piping. A GM&R Tech testified that if an MCC Tech needs to install or repair their (MCC)

⁸ An MCC Tech and MCC Tech supervisor Bock testified that they interpreted gas measurement personnel in this description as referring to bargaining unit GM&R Techs and that “Engineers” could refer to Station Engineers.

equipment, a GM&R Tech must be on site to disconnect and reconnect any gas tubing or piping that ties into the MCC equipment.

II. BOARD LAW

Pursuant to the Board's *Armour-Globe* doctrine, an incumbent union may petition to add unrepresented employees to its existing unit through an election if the employees sought to be included "constitute an identifiable, distinct segment so as to constitute an appropriate voting group" and share a community of interest with unit employees. *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990) (citing *Capital Cities Broadcasting*, 194 NLRB 1063 (1972)). See also *Rush Univ. Med. Ctr. v. NLRB*, 833 F.3d 202, 209 (D.C. Cir. 2016); *NLRB v. Raytheon*, 918 F.2d 249, 251 (1st Cir. 1990).

In determining whether the petitioned-for voting group shares a community of interest with the existing unit, the Board considers:

whether the employees are organized into a separate department; have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are functionally integrated with the other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised.

Wheatland Electric Coop., Inc., 357 NLRB No. 16, slip op. at 2 (2026) (citing *United Operations*, 338 NLRB 123 (2002)). In addition, in self-determination cases, "the diversity of the existing unit may be relevant to consider generally." *Id.*, slip op. at 3 (citing *Walt Disney Parks & Resorts, U.S., Inc.*, 373 NLRB No. 99 (2024)).

Importantly, in self-determination cases, the inquiry is "whether the petitioned-for employees *may* be included in the existing unit because they share a community of interest", not whether they *must* be included because of an overwhelming community of interest. *Wheatland Electric*, 375 NLRB No. 16, slip op. at 2-3. A certifiable unit, including the combined unit formed in *Armour-Globe* case, need only be *an* appropriate unit, not the ultimate or the only or even the most appropriate unit. See *Overnite Transportation Co.*, 322 NLRB 723 (1996).

III. ANALYSIS

A. Distinct Identifiable Segment

It is clear that the group of five MCC Techs is an identifiable, distinct segment of employees that constitutes an appropriate voting group, and the Employer has not contended otherwise. While the group of five MCC Techs is small, it is not an arbitrary or random grouping of employees. Rather, it is a group of employees who are in a distinct classification, constitute an entire department, and have the same supervision. See, e.g., *St. Vincent Charity Med. Ctr.*, 357 NLRB 854, 855 (2011) (finding phlebotomists to be a distinct, identifiable segment of the employer's

unrepresented employees where were employed in a single department, worked in the same physical location, and shared supervision).

B. Community of Interest

1. Organization of the Plant and Supervision

This factor considers whether the proposed unit conforms to an administrative function or grouping of an employer's operation. I find that this factor is neutral. While MCC Techs are in a different department than the existing unit employees, the existing unit includes employees in various administrative groupings. For example, Station Engineers and Repairmen are in a different department or administrative grouping than Customer Service representatives or GM&R Techs. Because of this diversity within the existing unit, the fact that MCC Techs constitute a standalone department is entitled to less weight. See *Walt Disney Parks & Resorts, U.S., Inc.*, 373 NLRB No. 99, slip op. at 6, fn. 20 (2024).

Another community-of-interest factor is whether the employees in dispute are commonly supervised. Common supervision weighs in favor of placing the employees in dispute in one unit. However, separate supervision does not necessarily negate a community of interest between two groups, especially where employees in the current unit do not share supervision. *Walt Disney*, 373 NLRB No. 99, slip op. at 7, fn. 22.

I find that the supervision factor is neutral in the instant case. While MCC Techs do not share supervision with any existing unit employees, there are classifications in the unit that do not share supervision with other classifications. For example, Station Engineers and Repairmen have different supervisors and a separate manager from GM&R Techs. Moreover, there is no evidence that Customer Service employees, Welders, or Mechanics share any supervisory structure with other unit employees such as GM&R Techs or station personnel.

2. Employee Skills and Training

This factor examines whether disputed employees can be distinguished from one another based on qualifications, skills, or training. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in the petitioned-for unit. Evidence that disputed employees must meet similar requirements to obtain employment, that they have similar job descriptions or licensure requirements, that they participate in the same Employer training programs, or that they use similar equipment supports a finding of similarity of skills. *Casino Aztar*, 349 NLRB 603 (2007); *J.C. Penny Co., Inc.*, 328 NLRB 766 (1999); *Brand Precision Services*, 313 NLRB 657 (1994); *The Phoenixian*, 308 NLRB 826 (1992).

The record shows a limited amount of shared training among unit employees and MCC Techs: all attend the weekly safety meetings and the Employer's fire training. Beyond that, it is clear that MCC Techs have unique qualifications, skills, and training. Both parties' witnesses agreed that unit employees are generally not qualified to perform the electronics and controls work that MCC Techs specialize in.

However, existing unit employees are not qualified to do all jobs within the unit. Numerous classifications within the unit have specialized qualifications, skills, and training, including the Electrician Specialist and Mechanics. Employees holding those positions must have external certifications to hold those positions. In addition, employees who bid into Welder positions receive training from the Employer and must pass examinations to keep the position. After an employee is awarded a Station Engineer position, they require months of on-the-job training before they can operate the station alone.

In sum, the fact that MCC Techs have specialized electronics expertise does not weigh heavily against finding a community of interest in the context of an existing unit that includes employees with a “wide variety of skills and specializations.” *Walt Disney*, 373 NLRB No. 99, slip op. at 8. Therefore, I find this factor weighs only slightly against a shared community of interest.

3. Interchange, Job Functions, and Job Overlap

Interchange refers to temporary work assignments or transfers between two groups of employees. The parties do not dispute that there are no temporary or permanent transfers between the unit and the MCC Department. Therefore, this factor weighs against a shared community of interest.

MCC Techs clearly have distinct job functions and duties, specializing in work on remote monitoring and controls devices. However, installing, testing and calibrating such electronic equipment is not entirely unique to MCC Techs. The GM&R Specialist job description includes installing, testing, and calibrating measurement equipment including electronic pressure and volume correctors. Testimony confirms that GM&R Techs perform this work with correctors at large meters and by installing and calibrating certain pressure monitors at gas regulation sites.

Despite this similarity in the type of work performed, MCC Techs are easily distinguishable from unit classifications based on the electronics work they exclusively perform, and the record establishes that MCC Techs are not qualified to perform, or permitted to perform, the work performed by bargaining unit employees, and vice versa. This factor, therefore, also weighs against a shared community of interest. However, I find this factor is less significant given the variety of job classifications, and the functions they perform in the existing unit and the evidence of functional integration discussed below.

4. Employee Contact

MCC Techs have regular contact with unit personnel at least once a week at the weekly safety meetings held in person at various Employer facilities. MCC Techs may also have contact with other unit employees when picking up supplies at Employer facilities because unit employees’ supplies are stored in the same area and facility. More substantively, MCC Techs interact with Station Engineers and Repairmen when working at compressor stations, and with GM&R Techs when working on certain SCADA equipment. The MCC Tech’s supervisor estimated that MCC Techs spend approximately 20 to 25 percent of their time working in the same physical location as unit employees.

I find that this level of contact weighs in favor of a shared community of interest, especially in the context presented. The Board has explained that “contact may be viewed in context, and a lack of regular, work-related contact between petitioned-for employees and existing-unit employees ought to be accorded less weight” where there is also infrequent contact between existing bargaining unit members. *Wheatland Electric*, 375 NLRB No. 16, slip op. at 4, fn. 8 (internal quotations omitted) (citing *Metropolitan Life Ins. Co.* 181 NLRB 814, 819 (1970) and *Walt Disney*, 373 NLRB No. 99, slip op. at 10). In the instant matter, for example, Customer Service representatives have no contact with MCC Techs, apart from perhaps interacting at weekly safety meetings. However, Customer Service representatives would also have no reason to interact with Station Engineers or Station Repairmen.

Moreover, as in *Wheatland*, the Employer’s service area expands a significant portion of Pennsylvania, and many existing unit employees, such as GM&R Techs, work in the field in a designated portion of that service area. See *Wheatland Electric*, 375 NLRB No. 16, slip op. at 4, fn. 8 (“crews based in one district may rarely see or interact with those based in another, and a relatively low level of contact seems typical for many employees in the existing unit.”) Such employees are unlikely to have frequent contact with their counterparts assigned to distant zones. Because the five MCC Techs must service equipment throughout the Employer’s service area, they are more likely to have contact with distant GM&R Techs, for example, than GM&R Techs with distant assigned areas would have with each other.

Finally, the fact that the MCC Tech job description lists maintaining interactive work relationships with Gas Measurement personnel, Specialists, and Engineers as an essential duty reinforces the conclusion that contact with unit employees is an important aspect of MCC Techs’ work and suggests the existence of functional integration.

5. Functional Integration

Functional integration is present where employees “must work together and depend on one another to accomplish their tasks.” *Wheatland Electric*, 375 NLRB No. 16, slip op. at 3 (quoting *MV Transportation, Inc.*, 373 NLRB No. 8, slip op. at 7, fn. 24 (2023)). In *Wheatland*, the Board found “textbook functional integration” between electrical linemen who created work orders for supplies needed at a given job and the warehouse workers who filled the orders. While the employees’ duties, skills, and qualifications differed drastically, the linemen depended on the warehouse workers to order and receive the materials they needed to complete their job.

Similarly, Station Engineers rely on MCC Techs to repair electronic equipment that enables them to perform their jobs. When a Station Engineer encounters a problem with a station’s computer controls, reporting it effectively creates a work order for MCC Techs to perform their duties. Fulfilling that “work order” requires MCC Techs to interact with Station Engineers and potentially a Station Repairman depending on the issue. Such a relationship demonstrates functional integration. See *Public Service Co.*, 365 NLRB at 1017, fn. 4 (system where the petitioned-for employees’ work is typically preceded by work orders generated by unit employees and then followed by work performed by unit employees reflects substantial functional integration).

The Manager of Compressor Operations testified that for compressor stations to function, Station Engineers, Station Repairmen, and MCC Techs all must be trained on their aspect of the operation. The compressor stations are operated primarily by a station control computer, which operates valves, measurement, and detection devices throughout the station. Therefore, the Station Engineer cannot do his job of operating the station without the MCC Tech installing, repairing, and maintaining those devices. Likewise, MCC Techs depend on Station Engineers to, for example, shut down equipment before the MCC Tech can perform certain work. Station Repairmen need MCC Techs to install or repair the electronic components involved with the mechanical components they install or repair.

The Employer asserts MCC Techs have no functional integration with unit employees. However, in making this argument, the Employer conflates the concepts of job duty overlap and interchange with functional integration. For example, the Employer points out that when MCC Techs and GM&R Techs are working together, their work is sequential rather than shared, providing an example where SCADA component needs replacement. In such a case, a GM&R Tech may be needed to replace the mechanical valve, and then the MCC Tech reconnects the electronic component. Contrary to the Employer's assertion, this is actually an example of functional integration: the work of replacing the component cannot be done without both the GM&R Tech and the MCC Tech performing their duties. Functional integration does not require that employees perform the same tasks or perform tasks simultaneously.

Accordingly, I find that there is substantial evidence of functional integration between unit employees and MCC Techs and that this factor weighs in favor of a shared community of interest.

6. Terms and Conditions of Employment

Terms and conditions of employment include whether employees receive similar wage ranges and are paid in a similar fashion (e.g., hourly); whether employees have the same fringe benefits; and whether employees are subject to the same work rules, disciplinary policies and other terms of employment that might be described in an employee handbook. Differences in terms and conditions of employment that result from collective bargaining are afforded little weight. See *Public Service Co. of Colorado*, 365 NLRB 1017, fn. 4 (2017); *Oxford Chemicals*, 286 NLRB 187, fn. 5 (1987); *NLRB v. Klocko Equipment Rental Co.*, 657 Fed.Appx. 441, 448 (6th Cir. 2016) (“to deny [an employee’s] request to join the collective-bargaining unit based on differences that exist because [he] is not covered by the collective-bargaining agreement would defeat the purpose of the NLRA”).

The MCC Techs have similar hourly rates to positions in the bargaining unit, with MCC Techs earning from \$38.08 to \$50.48 per hour where GM&R Techs, for example, are paid between \$43.73 to \$47.48 per hour. Like several unit classifications, MCC Techs can progress to more advanced levels based on time and experience. While the Employer asserts that the MCC Techs are salaried, the four non-lead techs receive time-and-a-half overtime pay for hours worked over 40, and the lead tech receives additional straight-time pay for hours worked over 40. Both MCC Techs and unit employees enter their time through the same TimeTrack program.

The fact that unit employees earn overtime pay after eight hours in a day and have paid breaks are differences attributable to collective bargaining. The differences in vacation benefits, 401(k) contributions, health plan design, holidays, and other benefits are also attributable to collective bargaining and afforded little weight. Moreover, the differences are in the details of the benefit plans and not whether the employees are eligible for the benefit.

MCC Techs' regular hours (6:30 a.m. to 2:30 p.m.) are similar to shifts that some unit employees work, such as GM&R Techs (7:30 a.m. to 3:30 p.m.), especially considering the Employer may unilaterally alter unit shifts by up to an hour. Like GM&R Techs and Customer Service employees, MCC Techs work in the field and are home-start. The Employer provides both classifications of home-start employees with the same or similar vehicle model, similar computer equipment, and the tools needed to do their work. Like unit employees, they are required to wear fire-resistant clothing and are provided with an allowance to order clothing through an approved vendor. Like some unit employees, MCC Techs receive some of their assignments through the Ventyx computer program.

This factor weighs in favor of a shared community of interest.

7. Bargaining History

Bargaining history is a relevant factor where it is recent and involves the petitioned-for employees. In an *Armour-Globe* context, the petitioned-for voting group will typically lack a relevant history of collective bargaining while the existing unit typically has a significant history of representation. Such is the case here. To apply bargaining history to the existing unit of represented employees would predispose the Board against finding a community of interest in any *Armour-Globe* case. Because there is no evidence that the petitioned-for employees have ever been represented by any labor organization, there is no bargaining history relevant to the community of interest analysis in the instant dispute. See, e.g., *Alaska Communications Systems Holdings, Inc. v. NLRB*, 6 F.4th 1291, 1301 (D.C. Cir. 2021). Therefore, I find this factor is neutral.

8. Analysis of Community of Interest Factors

After examining the record as a whole and weighing the factors above, I find that the factors of employee contact, functional integration, and terms and conditions of employment weigh in favor of finding a community of interest. These factors outweigh the lack of interchange and the existence of distinct job functions, skills, and training. As explained above, these factors indicating a lack of community of interest are not compelling in the context of this case, where the existing unit contains diverse specialized positions with distinct functions, skills, and training. Other applicable factors are neutral. Accordingly, I find that the petitioned-for employees share a sufficient community of interest with the existing unit.

IV. CONCLUSION

I have carefully weighed the record evidence and the arguments of the parties, and I conclude that it is appropriate to hold a self-determination election to allow the Measurement, Control and Communications Technicians to choose whether to join the existing bargaining unit.

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.⁹
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. No collective bargaining agreement covers the employees in the petitioned-for voting group, and no other bar exists to conducting an election.
6. The following employees of the Employer constitute a voting group appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All full-time and regular part-time Measurement, Control and Communications Technicians.

EXCLUDED: All other employees, including confidential secretaries, executives, guards, and professional employees and supervisors as defined by the Act.

V. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Utility Workers Union of America, AFL-CIO, Local 612.

⁹ The parties stipulated to the following commerce facts: The Employer, People's Natural Gas Company, LLC, a Pennsylvania limited liability company, is a public utility provider engaged in the distribution of natural gas, with a facility located at 1201 Pitt Street, Pittsburgh, PA 15221. During the past twelve months, a representative period, in conducting its business operations, the Employer derived gross revenue in excess of \$250,000, and purchased and received goods and materials valued in excess of \$5,000 directly from points located outside the Commonwealth of Pennsylvania.

A. Election Details

The election will be held on **Monday, October 26, 2026** from 6:15 AM to 7:30 AM and 1:30 PM to 2:45 PM at the Ciotola Conference Room, 1201 Pitt St., Pittsburgh, PA 15221.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **Friday, October 9, 2026**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names (that employees use at work), work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **Tuesday, October 20, 2026**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must

be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region 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.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review

should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: October 16, 2026

/s/Tara Yoest

TARA YOEST
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 06
1000 Liberty Ave Rm 916
Pittsburgh, PA 15222-4111