

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

**AMERICAN MEDICAL RESPONSE, INC.**

**Employer**

**and**

**Case 28-UC-060436**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1107**

**Petitioner**

**DECISION AND ORDER**

Service Employees International Union, Local 1107 (the Petitioner), filed the Petition in this case seeking to clarify an existing bargaining unit (the Unit) of approximately 340 employees employed by American Medical Response, Inc. (the Employer). The Employer, which provides emergency medical transportation (EMT) services, including critical care transport (CCT) services, employs a Unit of employees performing basic, intermediate, and other paramedic services. The Petitioner seeks to specifically include approximately 10 employees classified as Critical Care Transport Paramedic employees (CCT paramedics) based on their significant community of interest with Unit paramedic employees and because the CCT paramedic position is encompassed by the Unit description and has not excluded by the parties. The Employer opposes the clarification sought by the Petitioner on the grounds that the CCT paramedic position existed at the time the parties entered into their current collective-bargaining agreement and based on the lack of a community of interest between CCT paramedics and other paramedics in the Unit. For the reasons set forth below, I find that there is no need to clarify the existing Unit inasmuch as the employees performing CCT paramedic functions have performed, and continue to perform, Unit work as paramedics and are Unit paramedics. Further, the record fails to establish the warrant for application of the Board's accretion doctrine inasmuch as CCT paramedics do not work in a manner that excludes them from the Unit's paramedic classification. The record fails to show that employees performing CCT paramedic duties are employed in a job classification so distinct as to warrant the consideration of clarification of the Unit. As a result, for the reasons set forth below, I will order that the petition be dismissed.

**DECISION**

Upon a petition filed under Section 9(b) of the National Labor Relations Act, as amended (the Act), a hearing was held before a hearing officer of the National Labor Relations Board (the Board). Upon the entire record in this proceeding, I find:

1. **Hearing and Procedures:** The Hearing Officer's rulings made at hearing are free from prejudicial error and are affirmed.<sup>1</sup>

2. **Jurisdiction:** The parties stipulated, and I find, that the Employer, American Medical Response, Inc., a Delaware corporation, with an office and place of business in Las Vegas, Nevada, has been engaged in the business of providing medical transportation services. During the 12-month period ending June 20, 2011, the Employer, in conducting its business operations described above, derived gross revenues in excess of \$500,000, and has performed services valued in the excess of \$50,000 in States other than the State of Nevada. Accordingly, I find that the Employer is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and, therefore, the Board's asserting jurisdiction in this matter will accomplish the purposes of the Act.

3. **Labor Organization Status and Claim of Representation:** The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and is currently the recognized collective-bargaining representative of certain employees of the Employer, herein called the Unit. The Unit consists of "all full-time and part-time paramedics, EMT-I's and EMT's employed by the Employer at its Las Vegas facility" and excludes "all other employees, officer clerical employees, supply employees, dispatchers, special event employees, transporters, field training officers, guards and supervisors as defined under the National Labor Relations Act."

The Petitioner proposes to clarify the existing bargaining unit to specifically include approximately 10 employees employed by the Employer performing CCT paramedic duties. There are approximately 340 employees in the Unit.

As set forth below, clarification of the existing Unit is not warranted inasmuch as the record shows that the employees at issue, the CCT paramedics, are already included in and encompassed by the Unit. The record fails to establish that the CCT paramedic employees are employed in distinct classifications not encompassed by the parties' Unit description. To the contrary, the record shows that the Employer's CCT paramedics perform, in large measure, the functions of Unit paramedics, a position specifically included in the Unit. As such, there

---

<sup>1</sup> I take administrative notice of the Decision and Direction of Election in Case 28-RC-6536, which issued on September 11, 2007, a case in which the current Petitioner intervened. That case involved a petition filed by a different union seeking to represent certain employees employed by MedicWest Ambulance, Inc. (MedicWest). In that matter, the Petitioner here was granted permission to intervene based solely on its status as the representative of employees of the Employer and to protect its interests in the Unit, not for the purpose of it being placed on the ballot in that case. As discussed in that Decision, the Employer here and MedicWest had executed a stock purchase agreement by which MedicWest became subject to ownership by the Employer's parent entity, Nevada Red Rock Ambulance, Inc. I concluded in that case that although the merger or acquisition between the Employer and MedicWest may have appeared imminent, the record regarding accretion at that time was too speculative. Though the record in the instant case suggests that the Employer and MedicWest operate with a degree of integration, including with regard to the Employer's CCT program, the issues of whether a merger has or had in fact occurred, and the degree of integration between the operations of the Employer and MedicWest, are not before me, nor were they presented by the parties.

is no warrant to reach the issue of whether such employees should be accreted, or not, to the existing Unit.

## **A. The Employer's Operations**

The Employer is an emergency ambulance transportation provider franchised by Clark County, Nevada (the County).<sup>2</sup> The Employer employs several hundred employees at its facilities located in Las Vegas, Nevada, where it is engaged in the business of providing emergency and critical care transport services, medical education and training. The Employer provides emergency and non-emergency ground medical transportation services in the northern, western, southwestern, and corridor zones of the County. The Employer employs EMT basic and intermediate employees, EMT and CCT paramedics, and CCT Registered Nurse (CCT RN) employees. The CCT RN classification is not in dispute and is not a part of the Unit.

The terms under which the Employer provides services to the County are outlined in the Franchise Agreement. Section 7.5 of that agreement restricts the Employer from providing CCT services unless those services are specifically authorized by a Fire Alarm Officer (FAO) or an Incident Commander. The Employer's CCT and emergency medical services are dispatched by either an FAO or an Incident Commander. An FAO is a third-party who dispatches emergency 911 calls, and an Incident Commander, often a third-party, is usually a high ranking fire official on a particular medical scene.

### **1. The Employer's Management Hierarchy**

The Employer's management hierarchy is administratively structured into Operations, Clinical, and Field Supervisor divisions. The first line of supervision consists of field supervisors. EMT and CCT personnel report directly to field supervisors on day-to-day matters. The record shows that these employees rely on the field supervisors to communicate work concerns they may have to higher levels of management. Field supervisors report to managers in the Operations or Clinical Divisions.

The Operations Division is primarily concerned with ensuring compliance with the Employer's regulatory and internal policies. It oversees such daily functions as staffing, hiring, scheduling, and issues related to equipment required by EMT and paramedic employees, including CCT personnel. The Operations Division is lead by Operations Manager Tony Greenway, who has authority over operations administrators, including Doug Dane, the Operations Administrator for the CCT program.

As to the Clinical Division, its work encompasses substantive medical issues and the implementation of the Employer's educational programs. Larry Johnson is the Employer's Clinical Manager with authority over the entire division. Larry Johnson is responsible for reviewing the education requirements for the EMT and paramedic employees, including those

---

<sup>2</sup> A franchise agreement between the Employer and Clark County, Nevada, herein called the Franchise Agreement, became effective December 1, 2005, and, will remain in effect for a period of 10 years.

in the CCT program. Larry Johnson oversees the CCT program, including the review of clinical investigations. Among those reporting to Larry Johnson are the Employer's medical directors. The medical director for the CCT program is Jeff Davidson, and for EMT and EMT paramedic employees is Flip Hermancy. The record shows that medical directors are only directly involved in the day-to-day services provided by the Employer's employees on those instances when medical issues arise and the employee needs assistance.

The Clinical Division's clinical coordinators also report to Larry Johnson. They review the work of care providers, including evaluating documentation related to patient care. Clinical coordinators review the work of EMT and paramedic employees, including CCT paramedics, for the purpose of assessing their clinical competency and the quality of care provided by the Employer. The clinical coordinator for the EMT and EMT paramedic employees is Eric Dievendorf and Steve Johnson is the clinical coordinator for those in the CCT program. The record shows that they perform similar functions, though Steve Johnson also teaches some of the CCT paramedic coursework to applicants in the CCT program.

## **B. The Existing Bargaining Unit and CCT Paramedics**

### **1. Bargaining History**

In 2003, the Petitioner was certified by the Board as the exclusive bargaining representative of the Unit employees. *American Medical Response and Service Employees, International Union, Local 1107*, 339 NLRB No. 1 (May 16, 2003). The parties' first contract was effective by its terms from November 1, 2005, to October 21, 2008. The current contract's term is from April 1, 2009, to March 31, 2012.

The negotiations for the current contract began in late 2008, and continued into early 2009. The parties stipulate and the record shows that the Employer and Petitioner did not specifically bargain over the inclusion or exclusion of employees performing CCT paramedic functions during those negotiations. The CCT paramedic function was created, and employees were recruited into the CCT paramedic program, prior to the negotiations that resulted in the current contract. The record does not reflect the date or manner by which the Employer notified the Petitioner, if at all, about the implementation of the CCT paramedic program, function, or position. The Petitioner did not reserve, during bargaining, the issue of the placement of employees performing CCT paramedic function.

### **2. EMT and Paramedic Positions**

The record shows the Employer employs employees in classifications requiring various skill levels in terms of emergency medical and paramedic services. The skills and training for the lowest-level EMT position are building blocks for more advanced paramedic positions at the Employer. Employees in each position are required to possess the skills enumerated in the protocols used by the Southern Nevada Health District for the respective positions. EMT Basic employees possess the lowest skill levels, followed in ascending order by EMT Intermediates and EMT Paramedics and CCT Paramedics.

The Employer employs approximately twelve EMT Basic employees. EMT Basic employees provide care to patients at the pre-hospital stage. They are trained to provide CPR, first-aid, bandaging, and splinting medical services.

The Employer's approximately 170 EMT Intermediate employees have the same training and responsibilities of the EMT Basics, though they also have more developed skills and can administer additional life support and care services to patients. EMT Intermediate employees are trained to administer more medications and intravenous (IV) treatments.

The bulk of the Employer's paramedic workforce is comprised of approximately 160 EMT paramedic employees and the approximately 10 CCT paramedics. These employees are routinely called "paramedics." The length of training for an EMT paramedic employee is approximately a year. EMT paramedic employees have the skills of the two lower levels, and in addition are trained and approved to administer more advanced care such as EKG monitoring services, advanced cardiac life interventions, and advanced airway treatments. As a result, EMT paramedic employees are involved in ambulance street responses, including responses to 911 emergency calls. These employees also treat and transport critically ill and injured patients. The training necessary to become an EMT paramedic may be sponsored by the Employer. In that case, a two-year employment commitment is sought by the Employer.

As discussed more fully below in the discussion of the Employer's CCT program, CCT paramedics are provided more advanced training in certain techniques and care than other paramedic employees, and as a result possess and are certified in more advanced paramedic skills.

### **3. The Pairing System**

An ambulance is generally staffed by two or three employees. During periods when employees are in field training, the ambulance is staffed by three individuals: a Field Training Officer (FTO), an EMT Intermediate employee, and the trainee. In non-training circumstances, the ambulance is generally staffed by a paramedic or CCT paramedic employee and an EMT Intermediate employee.

Generally, on a daily basis, an EMT Intermediate is paired with either a CCT paramedic or EMT paramedic employee. When paired with an EMT paramedic, when on calls they assess, together, the level of care to administer to patients. Based on their assessment, if the patient does not require the level of care that may be provided by the EMT paramedic, the EMT Intermediate becomes the primary care giver on that call. When paired with a CCT paramedic, during CCT calls the EMT Intermediate will perform duties such as driving the CCT truck and carrying the gurney. EMT Intermediate employees will also perform work appropriate under the EMT Intermediate protocols, such as beginning an IV, adjusting the patient and assisting the CCT Paramedic with paperwork. CCT paramedic and EMT Intermediate employees also work together, as part of a "double-check system," to confirm doses of medication administered by the CCT paramedic and reading the automatic ventilator. On other occasions, when an EMT Intermediate employee is absent, the EMT paramedic is paired with a CCT paramedic or another EMT paramedic.

#### **4. The Critical Care Transport Program**

The Employer has maintained a CCT program since the 1990's. At its inception, critical care services were provided pursuant to an affiliation agreement between the Employer and the University Medical Center (UMC), a critical-care medical center in Las Vegas. Under that agreement, nurses from UMC provided CCT services on the Employer's ambulances. Since that time, the Employer has transitioned its operations to the point where, at present, it directly employs CCT RNs, who must not only be registered nurses, but must also be licensed as EMS RNs.

In addition to the Employer's CCT RN employees, CCT paramedics are associated with the Employer's CCT program. As a result of additional training and competencies, a CCT paramedic is able to provide the "fourth level" of emergency medical treatment, including pre-hospital services. Critical care transportation is generally provided as an inter-facility service for critically injured patients, and generally includes transporting a patient from one hospital to another or transferring a patient from a skilled facility to a hospital.

The Employer developed its internal CCT program in order to satisfy the demand for pre-hospital critical care services. During mid-2008, the Employer began recruiting, internally, employees to work and be trained as paramedics in its CCT program by posting for the position at its facility, as well as at MedicWest's facility. When the program was initiated, no CCT paramedics were hired off the street. The initial requirements for acceptance into the CCT program as a paramedic include at least two years of EMT experience and possession of current certifications in advanced cardiac life support, pediatric events life support, and pre-hospital trauma, as well as a paramedic certification issued by the State of Nevada. Those selected for such training are offered coursework, if they do not already possess the certification requirements for the position, and hands-on training.

As to the CCT training itself, the Employer and the University of Nevada's School of Medicine (the University) operate a joint venture known as the Critical Care Paramedic Academy (the Academy), which provides the 116 hours of required CCT Paramedic coursework. The candidates must also complete 120 hours of hands-on training with one of the Employer's FTOs.

In this regard, the record shows that at present, three of the 10 individuals performing CCT paramedic work also work as FTOs (field training officers). FTOs who are certified CCT paramedics train both EMT and CCT paramedics. Each paramedic is assigned to work with an FTO as a condition of completing paramedic training. FTOs are explicitly excluded from the existing Unit. The FTOs provide field training for newly certified CCT paramedics and EMT paramedics. The FTO evaluates the students work based on County and Employer standards. The amount of time that the three CCT paramedics perform work as an FTO is determined by training needs associated with the level of new hires.

Unit employees selected for and offered such training are required to commit to a year of continued employment. The average cost to the Employer of CCT paramedic training is

four to five thousand dollars. The additional training prepares CCT paramedics to administer nine additional types of medications to patients, and operate CCT-specific equipment, including, a medication pump and automatic ventilator and conduct minor emergency surgical procedures such as in-transit tracheotomies and chest tube insertions. In practice, however, CCT paramedics are rarely called upon to exercise their skills associated with emergency surgical procedures. Employees working remain hourly employees, like other paramedics, though they receive a 6% increase over EMT paramedics' hourly rate.

## **5. Paramedics' Work and Working Conditions**

The record shows that CCT paramedic employees typically use the same basic skills as other Unit paramedics, though at times they employ the more advanced skills acquired as a result of their supplemental certification and field training as CCT paramedics. The Employer's paramedics routinely work side-by-side and in the same work areas. As discussed above, CCT and EMT paramedic employees are paired together, including in CCT trucks.

The method of dispatch for CCT paramedic, EMT Intermediate, and EMT paramedic employees is identical. These employees are dispatched by an FAO or Incident Commander, individuals generally not employed by the Employer. When being dispatched, the CCT paramedic employees are advised whether they are being called out in their CCT capacity.

While the record does not establish the specific number of CCT calls as a percentage of total calls, CCT calls do not comprise a majority of the CCT paramedic employees' work. Rather, while CCT calls may occur on a daily basis, such calls appear not to exceed, at most, thirty percent of paramedic calls, and may be well below that for any particular CCT paramedic employee during any particular week (for example, in any particular week such CCT calls may amount to only three out of an average of 14 to 16 calls).

Employees responding to standard calls (non-CCT) use either standard or CCT trucks. CCT ambulances are larger than standard 911 vehicles and include particular types of gurneys, ventilators, IV pumps, and arterial blood pressure monitors, in addition to the type of equipment in 911 ambulances. Even when working out of a CCT truck, EMT Intermediate and EMT paramedic employees work side-by-side with CCT paramedic employees using a significant amount of shared equipment. When on CCT calls, the Employer's paramedics and EMT Intermediates assess the patient and review patient charts together.

Despite the differences in certification and training, in practice, the Employer's paramedics typically perform similar paramedic work. During CCT inter-facility calls, CCT paramedic employees assume the role of primary caregiver while the EMT Intermediate employee controls and operates the CCT ambulance. On 911 street calls, both EMT and CCT paramedics provide EKG monitoring services and treat critically ill patients with advanced cardiac life interventions and other airway treatments, as appropriate under EMT paramedic protocols issued by the Southern Nevada Health District. Both types of paramedics provide 911 street responses to critically ill and injured patients. Between CCT calls, CCT paramedic employees, like other Unit paramedics, await 911 emergency street calls or other non-CCT

dispatches while waiting in their ambulances at assigned locations. The record shows that CCT paramedics' exercise of their CCT skills is restricted by the Franchise Agreement and that they are prohibited from using CCT skills without specific authorization from either an FAO or Incident Commander. In limited circumstances, a CCT paramedic may seek authorization to convert into the capacity of a CCT during a non-CCT call, though the paramedic lacks the authority to make such a determination independently.

The working conditions of the Employer's paramedic employees are similar in other ways, as well. In terms of uniforms, CCT paramedics wear the same uniform as other EMT employees with the exception of the title on the patch identifying employee as a CCT paramedic, as opposed to another type of paramedic or EMT.

In terms of supervision, the record shows that CCT and EMT paramedic employees share common supervision and report to the same field supervisors. Field supervisors have daily interactions with both CCT paramedic and EMT paramedic employees. While operations managers and clinical managers for CCT paramedics and EMT paramedics differ, the minimal interaction that employees have with these higher-level managers is significantly less than their interaction with field supervision. CCT paramedics' interactions with higher-level managers are limited to occasional field instruction, coursework training sessions, and meetings held every sixty days for the CCT personnel. Significantly, CCT paramedics, like other paramedics, report scheduling and patient complaints to field supervisors on a daily basis.

As to training, while the position of a CCT paramedic requires an additional 116 hours of course work, in addition to internship field training, the skill level exercised by CCT paramedics is more like that possessed and exercised by EMT paramedics than utilized by CCT RNs. The education and skills required and exercised by CCT paramedics and EMT paramedics are similar, and build upon the skills possessed by less-skilled Unit employees. In fact, the difference in the training required to move between the EMT positions is greater than the training required to move from an EMT paramedic to CCT paramedic position. For example, an employee seeking to move from the position of EMT Intermediate to EMT paramedic must complete a one-year training program, whereas progressing from EMT paramedic and CCT paramedic requires one to complete only additional 116 hours of coursework and 120 hours of hands-on training.

As to scheduling, both CCT and EMT paramedics are assigned the same work schedules, although staffing for CCT personnel is based on and takes into consideration an analysis of the demand for CCT calls. Both CCT and EMT paramedics are scheduled to work twelve-hour shifts in work weeks consisting of three or four days. Both CCT and EMT paramedics, and other Unit EMT employees, record their work hours using the same time system.

### **C. The Parties' Positions**

The Petitioner contends that the CCT paramedic employees are included within the existing "paramedic" classification in the existing Unit. The Petitioner argues that the

language represents the parties' agreement to include "all full-time and part time paramedics." The Petitioner also contends that clarification of the Unit is appropriate because CCT paramedics and other Unit paramedics share a significant community of interest and should be included in the Unit on that basis. Finally, the Petitioner asserts that the parties have never bargained to exclude the CCT paramedics from the Unit's description, and that such position has not been historically excluded from the Unit.

The Employer opposes the accretion of the CCT paramedic employees into the Unit, contending that these employees do not share a sufficient community of interest to warrant accretion. The Employer contends that the CCT paramedic employees fall within the exclusionary language "all other employees." The Employer also asserts the Unit should not be accreted under a work function analysis as the Unit's description is based on classification. In addition, the Employer contends that clarification of the Unit is not appropriate because the Petitioner was aware of the CCT paramedic position prior to executing the current contract yet failed to request bargaining over, or reserve, the placement of this classification.

#### **D. Analysis**

The Board's longstanding policy is that unit clarification is appropriate to resolve ambiguities concerning the placement of individuals within newly-created classifications of employment into an existing bargaining unit. *Kaiser Foundation Hospital*, 337 NLRB 1061 (2002); *Bethlehem Steel Corp.*, 329 NLRB 241 (1999); *Union Electric Co.*, 217 NLRB 666, 667 (1975). Unit clarification is appropriate during the term of an existing contract if it is necessary to resolve a question concerning the placement of a newly established classification into the unit. *Union Electric Co.*, supra. Absent the existence of the newly established classification, clarification of a unit that is clearly defined in the collective-bargaining agreement must be dismissed. *Safeway Stores, Inc.*, 216 NLRB 819 (1975); *Consolidated Papers Inc. v. NLRB*, 670 F.2d 754 (7<sup>th</sup> Cir. 1982) (denying the enforcement of a Board order clarifying a unit based on a petition filed mid-contract when the unit, which specifically excluded such employees, was clearly defined, relying on the Board's holding in *Wallace-Murry Corp.*, 192 NLRB 1090 (1971)).

In the instant case, the CCT paramedic function is not a newly created classification. The Employer and the Petitioner stipulate, and the record shows, that the Employer began recruiting paramedics for CCT training during 2008. The first training session for CCT paramedics was in April 2008, followed by a second training session in October 2008. In technical terms, inasmuch as the record shows that the CCT paramedic function was in existence prior to the execution of the parties' current contract, and in the absence of evidence to suggest or establish that the Petitioner reserved its right to file a clarification petition concerning CCT paramedics prior to the execution of the current collective-bargaining agreement, there is no warrant for clarifying the Unit on such grounds by way of an order clarifying the Unit.

To the contrary, the record shows that paramedics trained to perform CCT functions, like other Unit paramedics, are employed as paramedics. The record reflects that the Employer and Petitioner use the term "paramedic" interchangeably when referring to both

EMT and CCT positions. The record itself is replete with instances of the term “paramedic” being used interchangeably by witnesses to identify both EMT and CCT paramedics.

The language of the Unit itself includes all paramedics. It is equally clear that the Unit does not expressly exclude CCT paramedic employees. The Board has stated, “It is axiomatic that when an established bargaining unit expressly encompasses employees in a specific classification, new employees hired into that classification are included in the unit.” *Gourmet Award Foods*, 336 NLRB 872 (2001). In *Gourmet Award Foods*, the Board found that the unit description including “drivers and warehousemen,” without qualification, was broad enough to encompass the new temporary employees who worked side by side with the bargaining unit employees. In the instant case, though the parties present conflicting assertions with regard to the manner in which the Unit description should be applied, the record shows that a CCT paramedic employee is a paramedic, a classification specifically included in the Unit description.

As such, the bargaining unit presented in this case is clearly defined, and the record shows that CCT paramedics perform essentially the same functions as those performed by other paramedics included under the Unit’s “paramedic” description, though CCT paramedics are also trained to perform higher-level paramedic work. That being said, the work performed by both CCT and EMT paramedics is paramedic work. The record establishes that both classifications are paramedics and that the Employer treats them as such. The Employer recruits, for the most part, from among its existing paramedics those employees interested in receiving specialized training to become certified in CCT equipment and technology. Once certified as CCT paramedics, these employees continue to perform a significant percentage of non-CCT work, and utilize their specialized training when authorized to do so. Even when performing work using CCT equipment and skills, CCT paramedics still perform paramedic functions, not those of registered nurses or other non-Unit personnel. Inasmuch as the record establishes both that the CCT paramedics remain “paramedics,” there is no need to clarify the Unit.

As a result, this case does not present an issue of accretion. The doctrine of accretion is defined by the Board as “the addition of a relatively small group of employees to an existing unit where these additional employees share a sufficient community of interest with the unit employees and have no separate identity.” *E. I. Du Pont de Nemours, Inc.*, 341 NLRB 607 (2004) (explaining accretion is appropriate only when the employees sought to be integrated 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”).

The Board’s accretion theory is inapplicable where a newly-created classification performs the same basic functions of employees in an existing bargaining unit, but has received specialized training on advanced equipment specific to the newly created position. See e.g. *Developmental Disabilities Institute, Inc.* 334 NLRB 1166 (2001) (holding accretion analysis was not appropriate when the newly created position of therapy assistant was functionally similar to the bargaining unit and the employees in the new classification worked in the same facility). In such cases, the Board has stated “once it is established the new classification is performing the same basic functions as a unit classification has historically

performed, the new classification is viewed as belonging in the unit rather than being added to the unit by accretion.” *Premcor, Inc.*, 333 NLRB 1365 (2001).

More specifically, in *Premcor, Inc.*, the Board refused to apply the accretion doctrine where the record showed that the new classification created by the employer was comprised of employees, recruited from the bargaining unit, who performed the same functions -- control room operations at a refining facility -- but on new equipment that required the additional training. The Board found that the use of the advanced technology does not negate the fact that these employees were essentially performing the same work functions as employees in the bargaining unit. In the instant case, the record establishes that the CCT paramedics not only perform standard paramedic work during a majority of their time, they do so using the same equipment and skills as other Unit paramedics. The use of more advanced equipment and the skills associated with such equipment, while limited, nonetheless remains within the framework of paramedic functions. Even after they qualify as CCT paramedics, these employees continue to perform work that has been historically performed by Unit paramedics.

Finally, to the extent that a community of interest analysis would support a finding that the CCT paramedics are paramedics as contemplated by the Unit description, the record evidence, as described above, shows an overwhelming community of interest between all Unit paramedics, including the CCT paramedics.

Based on the foregoing and the record in this proceeding, I find that clarification of the Unit is not warranted or necessary inasmuch as the employees at issue, the CCT paramedic employees, perform essentially the same basic functions performed by Unit paramedics and, as a result, are part of the Unit as paramedics. The record fails to establish the warrant for a clarification of the Unit to either further specifically include such employees, which would be redundant, or exclude such employees, which would be contrary to the record evidence and Board law.

## **ORDER**

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

## **RIGHT TO REQUEST REVIEW**

Under the provisions of Section 102.67 of the Board’s Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14<sup>th</sup> Street, N.W., Washington, D.C., 20570.<sup>3</sup> The Board in Washington must receive this request by the close of business at 5:00 p.m. (EDT) on August 23, 2011. A copy of the request for review should also be served on the undersigned.

---

<sup>3</sup>Notwithstanding the fact that FTOs perform work as CCT paramedics when they are not training new CCT paramedic candidates, the record establishes that the Union and Employer’s Unit description explicitly excludes such individuals. Inasmuch as the parties’ intentions regarding the exclusion of FTOs appears to be clear, and neither party contends that the Unit should be clarified to either include or exclude the three FTOs, the issue of the placement of these three FTOs is not presented for decision.

The request may be filed electronically through E-Gov on the Board's website, [www.nlr.gov](http://www.nlr.gov),<sup>4</sup> but may not be filed by facsimile.

Dated at Phoenix, Arizona, this 9<sup>th</sup> day of August 2011.

/s/Cornele A. Overstreet  
Cornele A. Overstreet, Regional Director  
National Labor Relations Board  
Region 28  
2600 North Central Avenue, Suite 1800  
Phoenix, AZ 85004

---

<sup>4</sup> To file the request for review electronically, go to [www.nlr.gov](http://www.nlr.gov) and select the **E-Gov** tab. Then click on the **E-Filing** link on the menu. When the E-File page opens, go to the heading **Board/Office of the Executive Secretary** and click on the "File Documents" button under that heading. A page then appears describing the E-Filing terms. At the bottom of this page, check the box next to the statement indicating that the user has read and accepts the E-Filing terms and click the "Accept" button. Then complete the filing form with information such as the case name and number, attach the document containing the request for review, and click the Submit Form button. Guidance for E-filing is contained in the attachment supplied with the Regional Office's initial correspondence on this matter and is also located under "E-Gov" on the Board's web site, [www.nlr.gov](http://www.nlr.gov).