

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19**

**FIRST STUDENT, INC.**

**Employer**

**and**

**Case 19-UD-357422**

**THERESA M. HAUSE**

**Petitioner**

**and**

**CHAUFFEURS, TEAMSTERS AND HELPERS,  
LOCAL 58**

**Union**

**DECISION AND ORDER DISMISSING PETITION**

On December 27, 2024, Theresa Hause (“Petitioner”) filed a petition in the above-referenced matter seeking a deauthorization election among the employees in the unit of school bus drivers for the Battle Ground and Hockinson School Districts, employed by First Student, Inc. (“Employer”) and represented by Chauffeurs, Teamsters and Helpers, Local 58 (“Local 58”).

A hearing was held on January 8, 2025. During that hearing, the parties were permitted to make oral arguments regarding whether the instant petition should be dismissed on the grounds that the petitioned-for unit has been incorporated in a single national bargaining unit. The Employer and the Union argued that the petition should be dismissed because they are parties to a national agreement that incorporates the employees at issue here. The Petitioner argued that the petition should not be dismissed because she and other local unit members were not aware of any national agreement.

**I. BACKGROUND**

Local 58 has long represented a unit of school bus drivers providing student transportation for the Battle Ground and Hockinson School Districts, under a succession of contractor employers. As of 2021, the contractor employer was Cascade Student Transportation.

Meanwhile, in approximately 2009,<sup>1</sup> the Employer and the Teamsters First Student National Negotiating Committee, representing local unions affiliated with the International Brotherhood of Teamsters (“IBT”), bargained and agreed to a National Master First Student Agreement (“National Agreement”), the most recent of which has a term of April 1, 2021, through March 31, 2026. Under Article I of that agreement, “The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and other terms

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<sup>1</sup> For this date, I take administrative notice of my Order Dismissing Petition in Case 19-UD-077098.

and conditions of employment for the employees in previously certified or recognized units referenced in Attachment A hereto.” Article 2, Section 4 of the National Agreement, titled “Single Bargaining Unit,” states, in relevant part:

It is the intent of the parties that each of the groups of represented employees referenced in Appendix A will be governed by this National Agreement and applicable local agreements, supplements and/or riders. All employees covered by this National Agreement and the various local agreements, supplementals and/or riders shall constitute one (1) bargaining unit.

Appendix A lists local IBT unions that, as of the time the National Agreement was reached, already represented units of employees of the Employer. Local 58 is not listed in Appendix A, because at that point, CST, not First Student, was the employer of the Battle Ground and Hockinson bus drivers. However, Article 1, “Parties to the Agreement,” defines “the Union” as “any Local Union which may become a party to this Agreement and any Supplemental Agreement.” Article 1, Section 2, “Unions, Operations, and Employees Covered,” states that Appendix A will be updated by the parties as “additional operations become covered by this National Agreement.”

Article 2, Section 1, “Scope of Agreement and Approval of Local Supplements,” states:

It is the intent of the parties that generally negotiated terms and conditions of employment will be set forth in the National Agreement and that locally negotiated conditions generally will be narrowly limited in scope to locally negotiated economic provisions and local terms and conditions of employment. All Local Supplements and/or riders must be submitted to the National Union Committee for review and approval. Failure to be approved in writing by said Committee shall render a Local Supplement null and void.

In July 2021, the Employer took over the Battle Ground and Hockinson School Districts’ bus service. Local 58 and the Employer entered into a memorandum of agreement (“2021 MOA”), under which the Employer agreed to recognize Local 58 as the exclusive bargaining agent for the bus drivers, to hire all qualified former CST drivers, and to adopt the terms of the CST collective bargaining agreement, with a few modifications. These modifications included provisions for health insurance through Kaiser Permanente. While the 2021 MOA did not mention the National Agreement, behind the scenes, representatives of the Employer forwarded Local 58 representative Walter LaChapelle a copy of the National Agreement, the Employer’s nationwide employee handbook, and the Employer’s Kaiser health plan description. LaChapelle testified at hearing that it was the parties’ intent that, in the event of any conflict between the National Agreement and a Local 58 MOA, the National Agreement would prevail except where the MOA provided superior benefits.

The MOA was ratified by the petitioned-for employees in late May or early June 2021. According to the Petitioner, at the time of this vote, Local 58 representatives said nothing to employees about the National Agreement, and she had never seen the National Agreement until

the day before the hearing in this matter, even though she was a Local 58 steward. However, Local 58 introduced in evidence at hearing a December 2022 email from a Local 58 representative to the stewards, including the Petitioner, to which he attached the National Agreement.

In 2023, the Employer made a proposal to Local 58 to increase wages and extend the local agreement for 2 years. Pursuant to the National Agreement, LaChapelle submitted the proposal to IBT representatives, who directed him that the proposal could be accepted only if it provided for either equal health premium contribution for all unit employees or participation in the IBT pension plan and sunseting of Employer 401k matching contributions. Thereafter, the Employer and Local 58 reached a new memorandum of agreement (“2023 MOA”) incorporating these provisions.

## II. ANALYSIS

The Board has held that when employees previously certified by the Board or recognized by the employer as separate units have, in effect, been merged into a single unit, a petition for a deauthorization election in only certain of the original separate units should be dismissed. *Illinois Sch. Bus Co.*, 231 NLRB 1 (1977); *S. B. Rest. Of Huntington, Inc.*, 223 NLRB 1445 (1976). *Hall-Scott, Inc.*, 120 NLRB 1364 (1958). The same principle applies in the decertification petition context. *See Albertson’s, Inc.*, 307 NLRB 338 (1992); *Wisconsin Bell*, 283 NLRB 1165 (1987).

Regions, including this one, have repeatedly dismissed petitions for both decertification and deauthorization involving the Employer and IBT locals filed since adoption of the National Agreement. *See, e.g.* Cases 19-RD-350341, Regional Director’s Decision and Order Dismissing Petition dated Sept. 26, 2024; 19-UD-07709, Regional Director’s Order Dismissing Petition dated April 13, 2012; 01-RD-238462, Regional Director’s Order Dismissing Petition dated April 15, 2019; 13-RD-102567, Regional Director’s Decision and Order dated May 8, 2013; 04-RD-066924, Regional Director’s Decision and Order dated Dec. 2, 2011.

In these cases, the local at issue was listed in Appendix A of the National Agreement and, in most, its members had ratified the National Agreement. Here, that is not the case. However, there is nothing in the merger doctrine that requires acquiescence or even notification of employees of a change in a bargaining unit (and Local 58 did inform its stewards of the National Agreement in 2022). The National Agreement by its terms contemplates inclusion of new locals as the Employer acquires new operations. Furthermore, the Employer and Local 58, through their negotiations, showed that they understood the petitioned-for employees to have come under the National Agreement when First Student acquired the Battle Ground and Hockinson contract. Therefore, this formerly separate unit has been merged into the national unit.

IT IS HEREBY ORDERED that the petition in this matter be, and it is hereby, 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.nlr.gov](http://www.nlr.gov)), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must comply with the formatting requirements set forth in Section 102.67(i)(1) of the Board's Rules and Regulations. Detailed instructions for using the NLRB's E-Filing system can be found in the [E-Filing System User Guide](#).

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business (**5 p.m. Eastern Time**) on **February 11, 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 February 11, 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](http://www.nlr.gov). Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

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

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



Dated: January 28, 2025

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RONALD K. HOOKS  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
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