

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

Houston, Texas

**REM SERVICES, INC. and TRANSDEV
SERVICES, INC., JOINT EMPLOYERS**

Employers

and

Case 16-RC-367048

TEAMSTERS LOCAL UNION NO. 988

Petitioner

DECISION AND DIRECTION OF ELECTION

On June 6, 2025, Teamsters Local Union No. 988 (Petitioner) filed a representation petition under Section 9(b) of the National Labor Relations Act (the Act) to represent certain employees of REM Services, Inc. (REM) and Transdev Services, Inc. (Transdev), as joint employers. Petitioner seeks a bargaining unit (the petitioned-for unit) that includes all full-time and regular part-time bus operators (operators) and customer service representatives (CSRs) employed by the Employers at a facility located at 17340 Rental Car Ave., Houston, Texas, excluding all other employees, including confidential employees, managerial employees, guards and supervisors as defined in the Act. There are approximately 84 employees in the petitioned-for unit.

Pursuant to Section 102.63(b)(3) of the Board's Rules and Regulations, REM and Transdev each timely submitted a Statement of Position. On June 18, 2025, a hearing by videoconference was held before a hearing officer of the Board, at which REM, Transdev, and Petitioner appeared.

Petitioner contends that REM and Transdev are joint employers. REM and Transdev both assert that they are not joint employers.

Pursuant to the provisions of Section 3(b) of the Act, the National Labor Relations Board (the Board) has delegated its authority in this proceeding to me. Based upon the entire record in this matter and in accordance with the discussion below, I conclude and I find that REM and Transdev are joint employers.¹

I. FACTS

REM is a professional staffing and business consulting firm based in Houston, Texas. Transdev is a company engaged in the business of providing transportation services.

¹ The parties stipulated that CSRs are appropriately included in the bargaining unit.

By way of background, First Transit, who is not a party in this proceeding, originally, in about December 2002, contracted with the George Bush International Airport (IAH) in Houston, Texas to provide passenger shuttle services between the airport and the Rental Car Center (RAC) on airport property. First Transit subcontracted with REM to provide all personnel who are not directly employed by First Transit, including the operators. In the spring 2023, Transdev acquired the contract with IAH previously held by First Transit. After the acquisition, many managers who worked for First Transit transitioned over to work for Transdev. Transdev also acquired the subcontract that First Transit had with REM to provide management services. Currently, REM employs an onsite manager, operators, and CSRs at the RAC. Transdev employs mechanics and all other management personnel at the Bus Maintenance Facility (BMF) and RAC.

The subcontract agreement between Transdev and REM states:

“All personnel provided by REM hereunder shall at all times be employees of REM, and REM shall exercise complete control over their conduct, pay all wages, expenses, benefits, social security taxes, federal and state unemployment insurance and any other taxes (such responsibilities shall include, without limitation, withholding the proper amount of taxes from the paychecks of such employees), and complying with all laws and regulations concerning such employees.”

Until six or seven months prior to hearing, individuals employed by REM as lead drivers ensured that shuttle operations between the airport and the rental car center were running smoothly. Lead drivers used the radio to assign routes to or notify operators of changes to regular routes because of issues or backups. Lead drivers were considered on duty at “the podium,” an area of the RAC with a podium and a computer that monitors the movement of the shuttle buses. Transdev supervisors replaced REM lead drivers at “the podium” six or seven months ago. At “the podium,” the on-duty Transdev supervisor provides instructions to operators, takes phone calls, and provides directions to customers. While the role of lead driver largely no longer exists, occasionally an REM employee who was previously a lead driver will step into “the podium” role when Transdev supervisors cannot be present. Transdev supervisors wear different badges than REM employees, use a different time clock, wear different color safety vests, and drive different vehicles.

Currently, only one REM supervisor (the onsite manager) is present onsite at IAH. Her job function has been described as human resources.

If an operator receives a promotion, they are promoted to a Transdev position. When this happens, the individual resigns from REM and becomes a supervisor at Transdev. In one instance, a Transdev employee resigned and went to work for REM as an operator.

CSRs work in the RAC, and mechanics work in the BMF. Operators only interact with CSRs when they need help with customers in wheelchairs. Operators have no notable, regular interaction with mechanics.

A. Wages

Operators set up their direct deposit through the REM onsite manager. Paychecks issued to operators state that they are from REM. If there are any issues with paychecks, operators call the REM onsite manager. REM uses Paylocity for its payroll system, and Transdev uses a different system. REM's onsite manager and Transdev's general manager collaborate in conducting an analysis of standard wage rates for what other rental companies are paying their employees. This collaboration assists Transdev in creating a bid for the contract. However, REM's onsite manager ultimately tells Transdev what operators must be paid for REM to remain competitive, and REM sets the hourly rate for employees. In addition to their hourly wages, operators may also receive tips. However, the tips are not monitored by Transdev or REM.

B. Benefits/Bonuses/Incentives

REM offers operators health insurance, life insurance, and a 401(k) plan, which are deductible from the paycheck provided by REM. REM also handles unemployment benefits and administers FMLA for operators. Transdev does not provide these benefits to operators, is not involved in answering questions about benefits provided by REM, and uses different insurance providers than REM.

Transdev awards certain incentives to operators for good performance, including safe driving and customer compliments. Transdev tracks these incentives, decides the award amount, and pays for the gift cards employees receive. Transdev's incentives include a \$100 safety incentive, which is awarded if an operator goes three months without any issues being flagged by the shuttle bus cameras. The cameras are monitored by the Transdev safety manager or assistant safety manager. Safety incentive awards are announced by Transdev's safety manager or assistant safety manager at monthly training sessions. Transdev also maintains a program providing for a \$25 incentive based on customer compliments.

Each Transdev shuttle bus displays a sign that faces all customers displaying the operator's name and the Transdev general manager's e-mail address, and inviting customers to e-mail Transdev about their experience with the driver. This sign displays the Transdev logo. Monthly, Transdev's general manager informs REM's onsite manager which operators have received compliments from customers. Thereafter, the Transdev General Manager and REM's onsite manager spin a wheel to randomly pick an operator to receive the \$25 compliment incentive. Finally, Transdev maintains a program called "Care/Share/Dare" where managers and supervisors give compliments to operators who have gone above and beyond their duties. Recipients of these awards also receive a gift card from Transdev through a random selection.

C. Hours of Work

Transdev and REM employees use separate time clocks, which are in different locations at the BMF. Operators clock in as soon as they arrive to work.

The RAC shuttle service at IAH is a 24-hour operation. REM maintains a process through which operators bid on shifts and preferred work days. This process also determines operators' off

days. A shift bid is held every six to eight months by the REM onsite manager. To bid, employees request the shifts and days that they would prefer to work. The REM onsite manager then assigns shifts based on seniority and the bids received. The REM onsite manager also maintains exclusive control of the seniority list and roster.

Transdev supervisors may ask an operator to pick up an extra shift or additional hours without approval from REM. Picking up an extra shift as offered by Transdev may result in overtime for the operator. Operators are required to contact the Transdev operations manager if they are not going to make it to work, or if they will be late. If an employee fails to contact the Transdev operations manager about being late or not coming in, the Transdev supervisor may assign points to the employee's record. A Transdev supervisor decides when an operator may take a break.

D. Hiring

1. Applicants

REM interviews and hires operators. Transdev may refer an individual for consideration for an operator role, however, that individual must be interviewed by the REM onsite manager. Beyond this, Transdev has no role in this process.

2. Training and Orientation

REM is responsible for the onboarding of new employees. Operators receive employment handbooks from REM. Employees occasionally receive updated handbooks from REM. Employees are not provided with an employee handbook from Transdev beyond access to Transdev's safety manual. After onboarding, Transdev conducts all other training sessions attended by employees, including monthly safety training sessions, annual wheelchair securement training, and retraining in the event of an accident or extended leave. The REM onsite manager is present for monthly safety training sessions, however, does not lead or participate in the training sessions.

E. Discharge

REM responds to complaints and conducts independent investigations into alleged employee misconduct to decide whether to terminate an employee. REM has full decision-making authority when it comes to terminating operators. The contract between REM and First Transit, which is purported by REM to be the contract between REM and Transdev as well, states "[a]ny complaints regarding conduct, performance or operation of the Rental Car Shuttle Services...shall be promptly and adequately answered and resolved to the satisfaction of both [Transdev] and the IAH RACS, LLC."

F. Discipline

As with termination, the REM onsite manager responds to complaints and conducts independent investigations on alleged employee misconduct to decide whether to issue discipline to or suspend an employee. Transdev employs an individual who performs a similar role, however, that individual does not have a role in investigations involving potential discipline or suspension of operators.

Transdev-installed cameras are maintained on all vehicles driven by REM operators. These cameras monitor operators during their entire shift. The cameras flag operator driving incidents, including a shuttle bus following another vehicle too closely. Upon receipt of such an incident report, the Transdev safety manager or assistant safety manager call operators who are flagged by the camera into an office, and coach them on any behavior revealed in the video footage that they deem necessary to correct. When the meeting concludes, the operators are asked by Transdev to sign a report confirming the footage or explain inaccuracies. The record reflects that no REM manager or supervisor is involved in this matter.

REM utilizes a point system to maintain a record of operator attendance. Under this system, operators have points added if they are late to a shift, no call/no show to a shift, or if they call out sick without a doctor's note. Transdev monitors operators' attendance and lets operators know that they are late. In spring 2025, Transdev posted an updated callout policy wherein operators were notified that points will be added to an operator's record if they call out of work. Transdev also requires operators to attend a monthly training. If an operator misses a Transdev monthly mandatory training session, Transdev assesses points to the operator's record. Transdev supervisors may also add points to operators' record. The REM onsite manager notifies employees when points are added to their attendance records.

G. Supervision

Once a month, operators are required to attend a safety training session that is facilitated by a Transdev supervisor. While the REM onsite manager attends these training sessions, she does not participate in or lead the training sessions. Occasionally, other topics come up at the training sessions. For example, Transdev supervisors have shown operators preferred driving techniques to avoid wear and tear on tires.

Transdev requires operators to complete one annual wheelchair securement training. Operators may also be required by Transdev to complete a retraining session if they are involved in an accident or take an extended leave of absence.

Before Transdev acquired the contract, First Transit representatives conducted these training sessions. REM does not conduct any training sessions beyond providing the initial

onboarding materials. Occasionally, Transdev trains employees on topics found in the REM handbook, such as customer relations.

Cameras are installed in every shuttle bus Transdev provides to operators. As described above, the cameras record the operators throughout their shifts. The cameras track how each operator is driving, their following distance, any accidents or near accidents, and hard breaking. If any behavior is flagged from the camera footage, a Transdev safety manager or assistant safety manager calls the operator in to review the footage and to sign whether they agree with the footage or explain why the footage did not capture events accurately. This footage is primarily used when an accident has occurred to determine whether it was preventable or non-preventable; however, drivers have been called in for footage involving following distance. During these meetings, the Transdev supervisor corrects behavior in the footage that they believe needs correction. Again, no REM supervisor or manager is involved in these meetings.

H. Direction of Work

Transdev promulgated standard operating procedures (SOPs) in spring 2025, which were disseminated by Transdev supervisors to operators. Transdev supervisors asked operators to sign a separate document acknowledging they had received and read the SOPs. The new SOPs were also posted in the BMF and RAC. REM has not disseminated any similar documentation.

The Transdev SOPs include 67 paragraphs which lay out in detail the procedures operators must follow from the start to the end of shift. The SOPs delineate the actions operators must take before clocking in, what actions may only be performed after they clock in, pre-trip procedures, procedures that must be followed during trips, post-trip procedures, and methods by which operators are expected to communicate with Transdev supervisors. The SOPs also set expectations for operators regarding breaks and the breakroom, attire at work, use of work equipment, and behaviors interacting with passengers, as well as attending meetings and trainings.

The SOP states that it “is a guide to be used by all bus operators employed by REM Services at the IAH Rental Car Shuttle Bus or RAC. Operations are supervised by Transdev.” Additionally, the SOP states that “[q]uestions on day-to-day operations should be directed to the Transdev supervisors on duty or to the REM and Transdev senior managers.”

Operators regularly communicate with Transdev supervisors, an expectation set forth in the SOPs. The Transdev supervisor who is at “the podium” each shift assigns the work performed by operators. Typically, after clocking in at the BMF, an operator selects a bus and completes a daily pre-route checklist, which the SOPs dictate must be completed in 15 minutes. Before the operator leaves the BMF, the operator must call a “10-8” on the radio which is essentially requesting an assignment to a route. Once an operator calls the “10-8,” a Transdev supervisor on duty at “the podium” assigns that operator to one of three or four routes, which are assigned on a rotation.

Operators continue to communicate with the Transdev supervisor on duty throughout their shift because Transdev supervisors decide shuttle bus movements throughout the day, thereby deciding each operator’s movements on their shift. Given the 24-hour nature of the Employers’

operations, many REM operators, depending on their shift, rarely interact with the REM onsite manager. Because there is only one REM onsite manager who works one shift, operators who work shifts when that individual is not working may only interact with Transdev supervisors and never see the REM onsite manager.

Transdev supervisors direct the movement of operators and their shuttles via radio, telling operators when to go, hold, and change routes. If an operator notices an issue with the route, they contact the Transdev supervisor at “the podium.” For example, if an operator notices a backup or an issue, such as a flat tire or a violent customer, the operator’s point of contact is the Transdev supervisor, not the REM onsite manager. Additionally, operators must contact the Transdev supervisor at “the podium” if they need to take a break, including restroom breaks. Transdev supervisors may then decide whether to allow an operator the requested break. Transdev dictates the amount of time allowed for breaks.

As noted above, previously, the individuals who were at “the podium” during shift were REM lead drivers. The lead driver role was eliminated six or seven months ago, and Transdev supervisors took over the lead driver tasks at “the podium.”

As of spring 2025, operators have been directed to call the Transdev operations manager if they need to call out of work for the day. If Transdev needs another driver on shift, a Transdev dispatcher will call a driver and ask if they can cover a shift.

Operators are required by the Transdev SOPs to wear a uniform at work consisting of a light blue shirt, dark blue pants, black shoes, and an optional company-issued hat. These parts of the uniform do not have any symbols or insignia reflecting either “Transdev” or “REM.” Transdev provides operators the optional hats. The subcontract between REM and First Transit, acquired by Transdev, states that uniforms shall be provided at First Transit’s expense. As a result, Transdev purchases operators’ uniforms.

Operators are required to wear a safety vest for some portion of their shift. Unlike the rest of the uniform, the safety vest is emblazoned with the word “Transdev” as well as the Transdev logo. The safety vests are provided to drivers by a Transdev representative.

II. BOARD LAW

On February 26, 2020, the Board issued its final joint-employer rule (the Rule), which became effective April 27, 2020. The Rule provides:

An employer, as defined by Section 2(2) of [the Act], may be considered a joint employer of a separate employer’s employees only if the two employers share or codetermine the employees’ essential terms and conditions of employment. To establish that an entity shares or codetermines the essential terms and conditions of another employer’s employees, the entity must possess and exercise such substantial direct and immediate control over one or more essential terms or conditions of their employment as would warrant finding that the entity

meaningfully affects matters relating to the employment relationship with those employees.

29 C.F.R. § 103.40. The Rule defines “essential terms and conditions of employment” as “wages, benefits, hours of work, hiring, discharge, discipline, supervision, and direction.” *Id.* The Rule makes clear that for substantial direct and immediate control to “meaningfully affect matters relating to the employment relationship with those employees,” the actions must have a regular or continuous consequential effect on an essential term or condition of employment. 29 CFR § 103.40(d). The Rule also requires that the Board determine joint-employer status based on “the totality of the relevant facts in each particular employment setting,” and places the burden of proof on the party asserting a joint-employer relationship. *Id.*² A joint-employer relationship therefore exists where one employer, while contracting in good faith with an otherwise independent company, has retained for itself sufficient control of the terms and conditions of employment of the employees who are employed by the other employer. *Cognizant Tech. Sols. U.S. Corp.*, 372 NLRB No. 108 (2023) (citing *Walter B. Cooke Inc.*, 262 NLRB 626 (1982)).

In this case, Petitioner bears the burden of proof as the party asserting that REM is a joint employer with Transdev. 29 CFR § 103.40(g). To meet its burden of proof, a party cannot rely upon self-serving or conclusory statements. *Ampersand Publishing, LLC d/b/a Santa Barbara News-Press*, 370 NLRB No. 119, slip op. at 7 (2021), *enfd.* 43 F.4th 1233 (9th Cir. 2022), and cases cited therein. I will consider each factor in turn.

III. ANALYSIS

Transdev and REM maintain that Transdev is not a joint employer. As discussed in detail below, I find that Transdev exercises direct and immediate control over the supervision and direction of work of REM operators. The Petitioner, to show a joint employer relationship exists, must establish that Transdev shares or codetermines the essential terms and conditions of REM’s employees. This is established if the facts show that Transdev possesses and exercises substantial direct and immediate control over *one or more* essential terms or conditions of REM operators’ employment to the point that Transdev meaningfully affects matters relating to the employment relationship with those employees. 29 C.F.R. § 103.40. Based on the facts presented at the hearing, I find that Transdev does exercise direct and immediate control over several essential terms and conditions of REM operators’ employment; therefore, I find that Transdev and REM are joint employers.

A. Wages

Although REM and Transdev collaborate on determining wage rates for contract bid negotiation purposes, the REM onsite manager ultimately decides what operators are paid. The Rule makes it clear that to exercise control over wages, the purported joint employer must “actually determine[] the wage rates, salary or other rate of pay that is paid to another employer’s individual

² To the extent the Board, under prior precedent, found entities meaningfully affected matter relating to the employment relationship only where they had direct and immediate control over at least one essential term or condition of employment, the Rule clarifies that the standard is “totality of the circumstances.”

employees or job classifications.” 29 CFR § 103.40(c)(1). As Transdev does not maintain control over operators’ wages, this factor weighs against joint employer status.

B. Benefits/Bonuses/Incentives

The Rule states that to exercise control over benefits, the purported joint employer must “actually determine[] the fringe benefits to be provided or offered to another employer’s employees.” 29 CFR § 103.40(c)(2). REM provides operators with health insurance, life insurance, and a 401(k) plan. REM also handles unemployment benefits and administers FMLA for operators. On the other hand, Transdev offers benefits through their incentive program and maintains direct and immediate control of these incentive monetary benefits. Transdev determines who receives these benefits, as Transdev supervisors monitor and review the cameras which record operators’ job performance. It is Transdev’s assessment of this performance that determines who will receive the safety award. Additionally, the Transdev general manager maintains an e-mail address where customer compliments are received and provides a list of the eligible operators to the REM onsite manager for random selection. Transdev also controls the “Care/Share/Dare” incentive as Transdev supervisors share positive reports with the REM onsite manager, leading to the random selection of recipients of this monetary award.

Applying the language of the rule, Transdev “actually determines” these additional benefits, which are provided to operators. Although they may be considered arguably inconsequential in amount, this is not a factor to be considered under the rule. Moreover, the record does not reflect that REM provides any such or similar incentives or bonuses. Nevertheless, REM provides employees with their standard benefits such as health and life insurance. Therefore, looking at the totality of the circumstances, REM exercises most of the direct and immediate control over benefits, and therefore this factor weighs against joint employer status.

C. Hours of Work

The Rule states that “[a]n entity exercises direct and immediate control over hours of work if it actually determines work schedules or the work hours, including overtime, of another employer’s employees.” 29 CFR § 103.40(c)(3).

REM determines work schedules and hours for operators. Transdev supervisors may ask an operator to pick up an extra shift or additional hours without approval from REM, which could result in overtime for the operator. Transdev thereby determines and approves overtime hours for REM operators.

Although Transdev does not determine operators’ regular work schedule, it exercises direct and immediate control of their overtime hours. Transdev supervisors also determine when an operator may take a break. However, it is unclear how this control affects the operators’ total hours of work without knowing how often operators are offered overtime. Considering the totality of the circumstances, this factor weighs against joint employer status.

D. Hiring

Transdev does not “actually determine[] which particular employees will be hired, and which employees will not” as required by the Rule. See 29 CFR § 103.40(c)(4). Transdev does not set minimal hiring standards and is not involved in the training and orientation process. REM oversees this process. This factor weighs against joint employer status.

E. Discharge

The Rule states that to exercise control over discharge, the purported joint employer must “actually decide[] to terminate the employment of another employer’s employee.” 29 CFR § 103.40(c)(5). Bringing misconduct or poor performance to the attention of another employer, expressing a negative opinion of an employee, refusing to allow an employee to continue performing work under a contract, or setting minimal standards of performance does not rise to the level of joint employer. *Id.*

REM determines whether to discharge operators. The contract between REM and Transdev provides that Transdev employees may bring misconduct to REM’s attention and potentially request an operator be terminated. However, possessing such authority does not confer joint employer status upon Transdev under the Rule. This factor weighs against joint employer status.

F. Discipline

The Rule regarding discipline reads the same as the rule regarding discharge. See 29 CFR § 103.40(c)(6). Here, the record reflects no examples of an operator being formally disciplined. However, regarding discipline, Transdev does more than just bring attention to misconduct and request action to be taken. Rather, Transdev monitors camera footage, and based on the footage, meets with operators to correct performance and conduct. Additionally, Transdev has the authority to add points to an operator’s record in response to an attendance issue. Transdev plays an active role in monitoring operators’ performance and conduct and deciding whether to take disciplinary action.

Overall, this factor is inconclusive and does not weigh in favor or against joint employer status.

G. Supervision

If an employer “instruct[s] another employer’s employees how to perform their work,” they are exercising direct and immediate control over supervision. 29 CFR § 103.40(c)(7).

Transdev trains all REM operators on how to perform their work during required monthly safety training sessions, annual wheelchair securement training, and mandatory retraining in the event of an accident or an extended period of leave. Transdev safety training sessions occasionally go outside the scope of safety, instructing operators about preferred driving techniques and

customer services related topics. These training sessions are conducted solely by Transdev supervisors. In this regard, Transdev instructs operators how to perform the work.

Transdev supervisors monitor operators' driving through cameras in the shuttle buses. Operators are constantly monitored by Transdev supervisors whenever they are working on Transdev buses through these cameras. Transdev supervisors directly address performance issues with operators, explaining to them how to correct behavior as recorded on camera footage.

Additionally, no REM supervisor or manager is even present during 2 of the 3 shifts in the Employer's 24-hour operation. This further militates against any conclusion that REM plays any meaningful role in the supervision of employees' work.

Because Transdev instructs operators how to perform their work, as well as monitors and addresses issues with their work, this factor weighs in favor of joint employer status.

H. Direction of Work

When an employer "assign[s] particular employees their individual work schedules, positions, and tasks," it exercises direct and immediate control over direction.

Transdev exercises direct and immediate control over operators' daily tasks during their shifts. Transdev's 67 paragraph SOP outlines, in detail, the procedures and tasks operators are expected to follow. These procedures cover actions operators must take from before their shift begins to the very end of the shift. These SOPs also details expectations for how operators communicate with Transdev supervisors, request breaks from Transdev supervisors, and use the breakroom, among other things. The SOP, in some instances, also details the time it should take operators to complete the tasks Transdev has required them to complete. Transdev monitors whether operators follow these procedures and tasks, and, in certain situations, may assign points to an operator if they fail to do so.

Transdev supervisors are the first, and usually only, point of contact for operators their during shifts. Operators must wait for the Transdev supervisor at "the podium" to assign them to a route at the start of their shift. Transdev supervisors maintain consistent communication with operators throughout their shifts by instructing them where to go, when to hold, and where they may be needed. Transdev supervisors make changes to operators' routes as necessary, and operators must follow this direction. Operators must request breaks from Transdev supervisors, who may deny those requests.

Transdev requires that operators wear a uniform consisting of a blue shirt, dark blue pants, black shoes, and an optional company-issued hat that reads "Rental Car Shuttle." Transdev purchases and provides these uniforms to operators.

Given Transdev's extensive control over the direction of work of employees in the petitioned-for unit, this factor weighs heavily in favor of joint employer status.

In summary, I find that Transdev and REM are joint employers. Petitioner must show that Transdev possesses and exercises substantial and immediate control over at least one essential term or condition of employment of the petitioned-for unit. Here, Transdev retains substantial direct and immediate control over multiple essential terms and conditions, namely supervision and direction of work.

IV. CONCLUSIONS

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

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The parties stipulated, and I find, that the Joint Employers are engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. The parties stipulated, and I find that Petitioner is a labor organization within the meaning of Section 2(5) of Act and claims to represent certain employees of the Joint Employers.
4. A question affecting commerce exists concerning the representation of certain employees of the Joint Employers within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. I find, the following employees of the Joint Employers constitute a unit 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 bus operators and customer service representatives who are employed to work at the Employers' facility at 17340 Rental Car Avenue, Houston, Texas 77032.

EXCLUDED: All other employees, including confidential employees, managerial employees, guards and supervisors as defined in the Act

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit previously stipulated to. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Teamsters Local Union No. 988.

A. Election Details

The election will be held on Friday, July 11, 2025, from 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 7:00 p.m. in the Facility/BMF Conference Room at the Employers' facility located at 17340 Rental Car Avenue, Houston, Texas 77032.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period immediately preceding the issuance of this Decision, 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 Employers must provide the Regional Director and parties named in this decision a list of the full names, 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 **July 1, 2025**. 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 at Fort Worth, Texas, this 27th day of June, 2025.

A handwritten signature in black ink, appearing to read "Timothy L. Watson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Timothy L. Watson
Regional Director
National Labor Relations Board
Region 16
Fritz G. Lanham Federal Building
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102-6107