

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

INDYNE, INC.

Employer

and

Case 19-UC-374516

GENERAL TEAMSTERS LOCAL 959

Petitioner

DECISION AND ORDER

On October 17, 2025, General Teamsters Local 959 (“Petitioner”) filed a unit clarification (UC) petition seeking to clarify that the existing bargaining unit (“existing unit”) at InDyne, Inc. (“Employer”) includes the following job classifications: industrial controls technician¹ and contract special security representative (“CSSR”). Region 19 Hearing Officer Lily Fried conducted a hearing with the parties on February 10 and 13, 2026, which addressed two issues: (1) whether a UC proceeding is the appropriate forum for the issue raised in the petition, (2) whether the CSSR is a guard within the meaning of Section 9(b)(3) of the Act and, if not, whether it should otherwise be included in the existing unit.

Based upon the entire record in this proceeding and after careful consideration of the record, I have concluded that (1) the UC proceeding is the appropriate forum, and (2) the CSSR is not a statutory guard, and is properly viewed as remaining in the unit under *Premcor, Inc.*²

I. FACTS

A. Background

Employer is a state of Maryland corporation with its offices and places of business located in Clear, Alaska where the Employer provides support services to the United States Space Force Station (“Station”). The Station is considered a high security base because of its strategic importance to national defense. As such, access to certain areas of the Station is tightly restricted.

The Petitioner has been the exclusive bargaining representative of certain employees employed by the Employer since at least 2018. The Employer established the CSSR position at some point in 2022 when it hired Duane Gonzales. CSSR Gonzales did not perform any information system security officer (“ISSO”) bargaining unit functions. Rather, CSSR Gonzales

¹ After the Petitioner filed the instant Unit Clarification petition on October 17, 2025, which was approximately one and a half years after ratification of the current CBA, the Employer voluntarily recognized the Petitioner as the exclusive collective bargaining representative of the industrial control technician classification.

² 333 NLRB 1365 (2001).

focused primarily on Special Compartmentalized Information Facility (“SCIF”) related work. The next CSSR, Dolly Frazier, began working for the Employer at some point in 2024.

Negotiations for a May 1, 2024, through April 30, 2028, CBA (“CBA”) began in March 2024. During bargaining, the parties agreed to add the ISSO classification to the existing unit. But the parties did not discuss the CSSR position as the Petitioner maintains it was not aware of the position’s existence until December 2024.

The CBA identifies the bargaining unit as the historical and traditional work performed by the bargaining unit within the scope of the Employer’s contract with the United States Space Force and with respect to the Station. Examples of the work covered in the CBA include, but are not limited to operation, maintenance and repair of electronic and electro-mechanical equipment, communication systems, local area network (“LAN”) systems, radar systems and power generating systems; logistic and administrative support services, environmental health and safety, electrical engineering, and civil engineering support services. The CBA also identifies bargaining unit work as being performed by the following technical and support classifications:

- a. **Technical.** SSPARS Radar Maintenance, SSPARS Computer Maintenance, Telecommunications, SATCOM/RCS/LCC, SSPARS System Engineer, SSPARS System Administrator, LAN/WAN, SSPARS/LRDR ISSO, LRDR System Administrator, LRDR Radar Maintenance.
- b. **Support.** Supply Support Specialist, Administrative Specialist, Production Control Technician, Resource Specialist, Engineering Technician, Disaster Preparedness/ Safety / Health / Training Administrator, Environmental Coordinator, Production Control Coordinator, Electrical Engineer.

As of December 2024, when the Petitioner asserts it learned of the CSSR position, existing unit Business Representative Eileen Whitmer believed the CSSR was not doing bargaining unit work, but that they would start doing bargaining unit work at some point. Representative Whitmer acted as the lead negotiator for the Petitioner for the present CBA.

Representative Whitmer learned in March of 2025 that the CSSR would be doing ISSO work during a discussion with shop stewards generally and from steward and Upgraded Early Warning Radar (“UEWR”), LAN, and FABT ISSO James Tallant. ISSO Tallant maintained CSSR Frazier began working in an ISSO capacity with the UEWR team while he was on leave in March. Representative Whitmer asked to meet with the Employer regarding this change. The Employer did not agree that the CSSR was doing existing unit work or otherwise belonged in the existing unit and on October 17, 2025, the Petitioner filed the instant UC Petition.

B. Chain of Command

Site Manager Desmond Isaacson is the highest-ranking Employer representative on the Station. Many individuals directly report to Site Manager Isaacson, including Long Range Discrimination Radar (“LRDR”) O&M Super Andy Davis, Communications Electronic (CE)

O&M Manager Zak Turner, and Lead Mechanical Engineer Mark Anderson. Most pertinently, the CE Manager—a position that was vacant as of the February 2026 hearing—directly reports to Site Manager Isaacson. The three ISSOs, existing unit positions, and the CSSR all report to the CE Manager. The CSSR would perform some CE Manager duties on Fridays as the CE Manager did not work Fridays. CSSR Frazier maintained she had to gain final approval from the Site Manager before performing traditional managerial duties, like adjusting existing unit work schedules, overtime approval, etc.

UEWR ISSO Tallant is the lead ISSO, and there are two other ISSOs who deal with LRDR systems. A myriad of existing unit employees, including LAN Shop lead, RCS Lead, System Admin Computer, and System Admin Radar all report to the CE Manager as well.

C. CSSR Job Responsibilities

The Employer created a CSSR position description around 2022 and submitted a position description in the hearing in this matter, but Site Manager Isaacson didn't recall when the position description submitted was last updated. Frazier described her own position as CSSR, Joint World Intelligence System ("JWICS") ISSO, and Industrial Control Information System Security Manager³ ("ISSM"). Frazier maintains she began doing some Industrial Control ISSM work in or around August 2025.

The CSSR is required to possess and maintain a Department of War top secret security clearance with Sensitive Compartmented Information eligibility. CSSR Gonzales created a continuity binder outlining the responsibilities of the CSSR and its relationship to SCIF. A SCIF is a secure location where classified conversations may take place, and there is one at the Station. The CSSR position began contemporaneously with the inception of SCIF at the Station. The SCIF at the Station exists within the UEWR building, which is itself a restricted area.

The CSSR ensures the SCIF is secure, the security system for the SCIF is operational, the terminals within the SCIF are functioning, and that the SCIF is otherwise operational on any day and at any hour. The CSSR works in conjunction with the Space Force security personnel to ensure physical and operational security at the SCIF.

The CSSR conducts a daily walk through SCIF. The CSSR also ensures that certain equipment separation guidelines are maintained within the SCIF, like that communication wires carrying secured and unsecured information are sufficiently physically separated. If there are problems with the facility, like lighting or telecommunications, the CSSR would likely interact with personnel in the existing bargaining unit to procure solutions to those problems.

If an Employer employee or other individual on the Station desires to enter SCIF, a military security systems officer will reach out to the CSSR saying that so-and-so needs access to the SCIF. The CSSR then validates whether that individual has the requisite clearance to enter SCIF by searching in the Department of Information Security system ("DISS"). If DISS shows the

³ ISSMs became a distinct role in or around August 2025. ISSO Tallant maintains CSSR Frazier and Tallant were appointed to ISSM duties around that time in addition to other duties.

individual may enter, the CSSR informs the intel officers in SCIF that the person seeking entry is cleared. But if DISS indicates someone lacks the appropriate clearance to access the SCIF, CSSR Frazier then emails Employer Security Manager Tanya Elliot inquiring whether the individual should be granted access.

The CSSR is one of two job classifications that can access SCIF. The project manager can also access DISS to verify whether incoming contractors have the requisite credentials to enter the Station more generally. To gain access to DISS, an employee must undergo roughly 15 hours of training and be sponsored by someone of a higher level.

To take electronic devices into or out of the SCIF, approval requests must be submitted to the CSSR. The CSSR would write up a risk assessment for the device in question and send it to a military officer in Colorado. The military officer ultimately determines if the device can go into SCIF.

The CSSR also ensures that security programs under their purview are compliant with government regulations, which include annually auditing SCIF to make sure it's compliant with a lengthy checklist. This audit process includes monitoring the computer equipment in SCIF, and if there are issues, the CSSR reaches out to LAN shop bargaining unit employees for assistance in fixing the problem.

Besides SCIF work, the CSSR also facilitates the issuance of restricted area badges and processes related paperwork for Employer employees to get access to the UWR and LRDR buildings on the Station. As part of this task, the CSSR validates that the employee seeking a restricted area badge has the proper clearances, and then, the CSSR sends that information to military personnel to get the requested badge approved for certain areas, then security forces ultimately issues the requested badge. CSSR Frazier helps process about one or two security badges a week.

While Frazier's CSSR job description states she would assist with security incident violation investigation, the Site Manager represented she had not yet done so by the time of the hearing. CSSR Frazier does not carry a weapon, nor does she patrol the base, or wear a uniform.

Security Officer Tanya Elliot oversees physical security for all Employer facilities and manages the process of getting new hires or other individuals the relevant security clearances. The CSSR occasionally procures some documentation to the Security Officer upon demand, related to processing security clearances.

D. CSSR Overlap and Interaction with Existing Unit Functions

Site Manager Isaacson testifies that CSSRs don't work or interact with members in the existing unit besides occasional work assisting the ISSO, communications with the system engineer, and facilitating the entry of existing unit members into SCIF. Site Manager Isaacson does not go into SCIF nor observe what CSSR Frazier does on a day-to-day basis.

As represented by ISSO Tallant and CSSR Frazier, Frazier performs CSSR and ISSO duties every day she reports to work. To that end, ISSOs ensure that every system within the Department of War is secured to a certain level by determining if those working on whatever system have met predetermined requirements; it is functionally a compliance role.

ISSO Tallant testified that the three ISSOs couldn't handle their workload, and he told CE Manager Jeff Coghill that the Employer needed another ISSO. Tallant maintained that this conversation caused the Employer to hire CSSR Frazier. Relatedly, Frazier testified that ISSO Tallant serves as the CSSR alternate. To that end, Tallant went through all the DISS training. Tallant attended the last security controls assessment with Frazier. If Tallant passes a top-secret security clearance, Tallant maintained he would be expected to act as an alternate for the CSSR.

When CSSR Frazier began working for the Employer, CE Manager Coghill required her to attend 80 hours of FABT training for the purpose of her being an alternate ISSO on the FABT, which was work done by ISSO Tallant. Around that time, CE Manager Coghill conveyed to Tallant that CSSR Frazier was effectively his alternate. CE Manager Coghill directed Tallant to move his office into Frazier's office. The two "collaborate on [] everything from industrial controls, FABT, UEW, JWICS." Tallant described their collaboration as involving the "lion's share" of his work. When Tallant was off-site, Frazier would perform some of his ISSO duties, including weekly support talks for the UEW and anything he would do with respect to industrial controls.

CSSR Frazier works closely with ISSO Tallant to ensure DDC, a system that regulates UEW and LRDR, is functioning properly. In doing so, Tallant and Frazier work closely with ISSO Carmelo. For issues that arise with DDC, Frazier and Tallant find the correct procedures and policy necessary to correct said issues. Additionally, both individuals provide feedback regarding potential issues or suggestions with system upgrades.

When Frazier is not performing CSSR duties—the daily SCIF walkthrough and occasional security badge processing, Frazier responds to any issues with JWICS system for her JWICS ISSO role. In CSSR Frazier's role performing ISSO duties, she interacts with the UEW radar system administrator and system engineers on an everyday basis. ISSOs are directly responsible for reporting issues with weapon systems as it relates to data, and so, there are many reporting requirements that need to be met, which requires collaboration with the UEW radar system administrator. In CSSR Frazier's role performing ISSO duties, she interacts with bargaining unit telecommunications technicians quite often because those technicians are responsible for the communication processing system and the related cabling, so ISSOs constantly work with them for new projects and upgrades.

In CSSR Frazier's role as an ISSO, she communicates with the JWICS ISSM in Colorado and serves as their onsite representative at the Station, as well as signing off and validating individuals that need access to the JWICS system. Frazier maintained that ISSO Tallant serves as her alternate for being the JWICS ISSO. Relatedly, Frazier covers Tallant's role as the UEW ISSO duties when he is away, but not his FABT duties. But Frazier has trained in FABT to perform that kind of work. Additionally, Frazier maintains she serves as Tallant's alternate for his Industrial Controls ISSM duties.

II. ANALYSIS

A. Unit Clarification Proceedings are the Appropriate Forum for the Resolution of this Matter.

The Petitioner argues it timely filed the instant UC petition because the CSSR role significantly changed in the middle of an active collective bargaining agreement. I find that the petition is timely.

The Board's express authority under § 9(c)(1) of the National Labor Relations Act (“Act”) to issue certifications carries with it the implied authority to police such certifications and to clarify them as a means of effectuating the policies of the Act. Thus, under § 102.60(b) of the Board's Rules and Regulations, a party may file a petition for clarification of a bargaining unit where there are a certified or currently recognized bargaining representative and no question concerning representation exists. The Board described the purpose of unit clarification proceedings in *Union Electric Co.*, 217 NLRB 666, 667 (1975):

Unit clarification, as the term itself implies, is appropriate for resolving ambiguities concerning the unit placement of individuals who, for example, come within a newly established classification of disputed unit placement or, within an existing classification which has undergone recent, substantial changes in the duties and responsibilities of the employees in it so as to create a real doubt as to whether the individuals in such classification continue to fall within the category—excluded or included—that they occupied in the past.

With few exceptions, the Board refuses to clarify a unit in the middle of a contract. *Wallace-Murray Corp.*, 192 NLRB 1090 (1971) (holding that it would be disruptive to the bargaining relationship to clarify a unit mid-term where the contract clearly defines the unit). In *Wallace-Murphy*, the Board rejected clarification of a unit to exclude guards as the contract clearly defined the unit, which included the guards, and there was no dispute between the parties as to the guard status of the individuals involved. *Id.*

Although the Board will not normally entertain a petition for unit clarification during the term of a contract to modify the composition of a unit that is clearly defined in the collective bargaining agreement, unit clarification is appropriate for resolving ambiguities concerning the unit placement of individuals who come within a newly established classification. *In re Premcor, Inc.*, 333 NLRB at 1366. Relatedly, the Board will entertain a petition for unit clarification during the term of a contract where an existing classification “has undergone recent, substantial changes in the duties and responsibilities of the employees in it so as to create a real doubt as to whether the individuals in such classification continue to fall within the category-excluded or included-that they occupied in the past.” *Bethlehem Steel Corp.*, 329 NLRB 243, 243 (1999).

Here, although the CSSR job position existed at the time of the parties' last contract, the evidence demonstrated that the CSSR job responsibilities have shifted during the period of the

CBA so as to create doubt as to whether the CSSR continues to fall within the excluded category that they occupied in the past. Specifically, after the contract was in effect, the CSSR began doing ISSO work, which is included in the existing unit. Accordingly, I find that this petition is timely.

B. InDyne has not met its Burden to show that the CSSR falls into the Statutory Guard Exception.

The Employer concedes that the CSSR should not be excluded as a managerial or supervisory employee, but it asserts that the CSSR should be excluded as a guard. The Petitioner argues that the Employer has not met its burden to prove that CSSRs qualify as guards because they do not enforce work rules against other employees as it is not part of their role and they lack authority to do so, nor do they possess a weapon nor have they been trained to use one for their role. I find that the Employer has not met its burden to show that the CSSR should be excluded from the existing unit based on being a guard.

Under § 9(b)(3), a unit is not appropriate “if it includes, together with other employees, any individual employed as a guard to enforce against employees and other persons rules to protect property of the employer or to protect the safety of persons on the employer's premises.” To be a guard within the meaning of § 9(b)(3), an employee must enforce against employees and other persons rules to protect the property of the employer’s premises. *Petroleum Chemicals*, 121 NLRB 630, 632 (1958).

The Board considers the following factors when determining whether an employee is considered a guard: they have responsibilities “typically associated with traditional police and plant security functions, such as the enforcement of rules directed at other employees; the possession of authority to compel compliance with those rules; training in security procedures; weapons training and possession; participation in security rounds or patrols; the monitor and control of access to the employer’s premises; and wearing guard-type uniforms or displaying other indicia of guard status.” *Boeing Co.*, 328 NLRB 128, 130 (1999). To qualify as a guard, the typical guard functions must constitute more than “a minor or incidental part of their overall responsibilities.” *Id.* In weighing guard and non-guard responsibilities, the Board assesses the “primary function” of an employee. *55 Liberty Owners Corp.*, 318 NLRB 308, 310 (1995) (holding doorpersons and elevator operators’ guard-like functions of asking unauthorized persons to leave are incidental to their primary nonguard duties of opening doors or assisting with packages and luggage)

It is the nature of the duties performed by alleged guards, not the percentage of time spent in such duties, which is controlling. *Madison Square Garden*, 333 NLRB 643, 645-646 (2001). When the alleged guards meet the statutory requirement for guards, the fact that they do not take direct action against violators, but instead report suspicious activity to a third party, will not defeat their guard status. Dispatchers who do not personally confront employees or others but merely report violations may be found guards where their “authority to observe and report infractions is not merely incidental to their duties, but instead constitutes one of their primary responsibilities, which is an essential link in [their employer’s] effort to safeguard its employees and enforce its rules.” *Rhode Island Hospital*, 313 NLRB 343, 347 (1993) (security dispatchers who monitor hospital’s closed-circuit television system and dispatch security officers to respond to calls from

employees and other individuals regarding problems and emergencies, including those involving security and safety, are guards); *see also MGM Grand Hotel*, 274 NLRB 139, 140 (1985) (operators who monitor hotel's sophisticated life-safety system for significant security functions and report security problems and infractions to security officers are guards because they are "closely involved in protecting the employer's property and enforcing security.").

An employee need not wear uniforms, carry weapons, or receive special training to be considered guards. *A.W. Schlesinger Geriatric Center*, 267 NLRB 1363, 1364 (1983) (maintenance employees who make rounds are guards although they have no special training and do not wear guard uniforms or carry firearms). Nor does indicia such as the use of a guard or security-related job title alone confer guard status. *Ford Motor Co.*, 116 NLRB 1995, 1997 (1956).

In *Wackenhut Corp.*, 196 NLRB 278, 279 (1972), the Board found employees to be guards even where they "do not themselves have the police power to ultimately determine and compel compliance by violators," as long as they possess and exercise responsibility to observe and report infractions as an essential step in the procedure for enforcement of the relevant rule. Thus, employees are guards if they are "directly responsible for being alert to *any* incident, situation, or problem which needs responsive action and for reporting such incidents to the proper authorities." *Rhode Island Hospital*, 313 NLRB at 347 (emphasis in the original).

"[A] receptionist was not a guard although she controlled admission to the employer's offices and her job was performed by a guard on occasions she was off duty, but where she called upon guards for the actual enforcement of plant protection regulations." *Ford Motor Co.*, 116 NLRB at 1997 (discussing *Girdler Company, Division of National Cylinder Gas Company*, 115 NLRB 726 (1956)). Additionally, the Board has held that the authority to issue keys, badges, or passes only to authorized personnel does not make an employee a guard. *Ford Motor Co.*, 116 NLRB at 1997 (citing *Caterpillar Tractor Co. (E. Peoria, Ill.)*, 109 NLRB 871, 872 (1954)⁴).

Here, the CSSR does not perform traditional police functions. The CSSR does not possess a firearm nor have they undergone weapons training, nor do they wear guard type uniforms. The CSSR does not conduct rounds in the traditional sense, rather it does what can be best described as a maintenance walk through of SCIF every day. The CSSR's job duties span a wide variety of areas, including having substantial overlap with the ISSO.

⁴ Under the following facts, the Board found the alleged guards to be standard employees:

The key and badge clerks issue to authorized persons, and receive from them, badges, passes, and keys. They determine whether persons seeking these items are authorized to have them by checking plant protection department or personnel department records. If their determination is disputed, the dissatisfied employee is referred to the officer in charge of the plant protection division for final determination. About 50 percent of their time is spent in making and repairing badges and keys. They also maintain records relating to badges, passes, keys, and the identification files.

Caterpillar Tractor Co. (E. Peoria, Ill.), 109 NLRB at 872.

At hearing, the Employer produced two core aspects of the CSSR's job that have security implications: (1) the CSSR participates in the process by which individuals are granted restricted access badges to certain areas on base, (2) the CSSR's responsibility as it relates to verifying who may and may not enter the SCIF. First, participation in the badge process in a clerical capacity does not make the CSSR a guard. Second, it is clearly established that SCIF-related job responsibilities are a primary function of the CSSR's job. So, the only question is whether those job responsibilities are sufficient to characterize the CSSR as a guard.

The testimony at hearing established that the CSSR performed a largely administrative responsibility with respect to whether individuals may enter the SCIF. As outlined above, a military official would let the CSSR know who desires entry into SCIF. The CSSR would then do the limited task of determining whether that person has the requisite clearance level in DISS to enter. In either case, the CSSR's primary role is relaying information back to the military official. In addition, if they lack clearance, the CSSR also notifies security manager Elliot, who determines whether the individual should be granted access. Additionally, the CSSR provides risk assessments to the military of electronic devices persons would like to take into or out of the SCIF but like with individuals who lack clearance to enter the SCIF, another individual—in this instance a military official—makes the ultimate determination upon whether the device may go in or out.

These limited clerical duties are markedly distinguishable from observing and reporting duties of the security dispatchers in *Rhode Island Hospital*, supra at 8, who monitored the hospital's closed circuit television system and dispatched security personnel. Finally, although testimony indicates that CSSR Frazier may assist in security incident investigation, she had not yet done so at the time of the hearing. And the record is not particular as to what such assistance would entail. And as such, it is not particularly probative in this determination.

In conclusion, I find that the Employer has not met its burden to show that the CSSR should be excluded from the existing unit on the basis of being a guard.

C. The CSSR is Properly Viewed as Remaining in the Unit.

The Petitioner argues that the CSSR position should be properly viewed as remaining in the unit, instead of being subject to the traditional accretion analysis, under *In re Premcor, Inc.*, 333 NLRB 1365. The Employer's brief does not address this contention. I find that the CSSR should be properly viewed as remaining in the unit.

If a new classification is performing the same basic functions as unit employees have historically performed, the new classification is properly "viewed as remaining in the unit rather than being added to the unit by accretion." *Id.* at 1366. Similarly, where an employer has created a new classification that performs the same type of work performed by unit employees at the same location, and the new classification was arguably encompassed by the unit description, the Board found that the new classification simply remained or belonged in the unit without the need for a traditional accretion analysis. *Developmental Disabilities Institute*, 334 NLRB 1166 (2001).

In *Premcor*, the Employer hired process control coordinators who were meant to consolidate the work performed by various operator 1s, a position historically in the bargaining

unit, by performing the same work from a more technologically advanced centralized location. 333 NLRB 1365. The union filed a UC Petition to clarify that the existing unit included the process control coordinators. *Id.* The Board held that process control coordinators are properly viewed as remaining in the unit, rejecting the Employer's arguments the technology employed by the process control coordinators allows them to do more work and carry more responsibility than the operator 1s. *Id.*

In *Developmental Disabilities* the employer provided educational services to students with developmental disabilities, and the union represented a unit of "instructional employees." 334 NLRB 1166. The employer created a new therapy assistant-psychology classification to teach the most disruptive students and staffed the new classification from the ranks of the existing unit of teachers and teacher assistants. *Id.* The Board held that the assistant-psychology classification fell within the scope of the unit because the new employees, who instructed the most disruptive students in the classrooms taught by unit employees on a one-on-one basis, performed basically the same functions as the unit employees. *Id.* (noting assistant-psychologists performed the same educational function, taught the same children with the same goals, compiled the same forms/data, and did not receive any more intensive training than unit employees).

More recently, in *NBC Universal Media, I.I.C.*, 371 NLRB No. 72, slip op. at 1, 3 (2022), the Board found that a new classification of content producers, a hybrid job classification across more than one unit, should be included in the bargaining unit under *Premcor* because the content producers performed the tasks of shooting, editing and newswriting, which were functions historically performed by employees in multiple bargaining units. In contrast, in *AT Wall Company*, the employer created new job classifications in a new department for a new product line. 361 NLRB 695 (2014). The Board held that *Premcor* was inapplicable because the unit was described by departments which did not include the new department at issue, and the new classifications produced a different product under different working conditions not sufficiently related to the functions of the unit employees. *Id.*

Similarly, in *Walt Disney World Co.*, the unit was defined by a list of job classifications including bus drivers and hosts/hostesses. 367 NLRB No. 80 (2019). The bus drivers in the unit operated buses on pre-determined routes. In contrast, a new Ride Service Associate ("RSA") classification created by the employer involved a new partnership with Lyft, a ride-sharing mobile app. *Id.* The Board declined to apply *Premcor*, noting that the bus drivers in the unit and RSAs drove vehicles to transport guests, but RSAs performed brand new functions, drove different types of vehicles, received different training, possessed different qualifications, and engaged in different types of guest interactions. *Id.*

Here, the threshold issue is whether the CSSR, after the change of its job responsibilities to encompass certain ISSO duties, performs the same type of work as the ISSOs—especially Lead ISSO Tallant, or any other classification in the existing bargaining unit so that the CSSR can be clarified into the existing unit under *Premcor*. The unit at issue is defined by work historically and traditionally performed at the Station, including operation, maintenance and repair of electro-mechanical equipment, communications systems, etc., as well as the general performance of logistic and administrative support services. The record is clear that Frazier regularly performs a number of ISSO duties, which constitute the basic functions of existing unit employees. Frazier

and Tallant testified that the CSSR performs ISSO duties every day. Indeed, Frazier and Tallant share an office wherein they collaborate on a large amount of work. As such, the CSSR should properly be viewed as remaining in the existing unit.

The Employer emphasizes the CSSR's unique security responsibility. It is true the CSSR performs a daily walk through of the SCIF to identify any operational or maintenance issues therein, performs administrative work as it relates to assuring those entering the SCIF have the proper clearance, helps process about one or two restricted access badges a week, and otherwise appears to largely perform ISSO functions. But the work that the CSSR does related to SCIF is largely administrative or is otherwise related to identifying maintenance needs that may compromise safety. That work, while uniquely related to SCIF, is work that falls under the general umbrella of the CBA's broad historical work language, which includes administrative support services, and the operation, maintenance and repair of electro-mechanical equipment.

In conclusion, I find that the CSSR classification is appropriately included in the existing unit as they perform the basic work historically performed by the existing unit.

D. Even assuming an accretion analysis is appropriate, the CSSR shares an overwhelming community of interest with the existing unit and should be accreted to the existing unit.

The Petitioner argues that the CSSR should be accreted to the existing unit because it shares an overwhelming community of interest with the existing unit. The Employer argues that the CSSR does not share such a community of interest. I find that an overwhelming community of interest exists.

When deciding whether a group of employees shares a community of interest, "the Board considers whether the employees sought 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 Employer's other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised." *United Operations, Inc.*, 338 NLRB 123 (2002). Particularly important in considering whether the unit sought is appropriate are the organization of the plant and the utilization of skills. *Gustave Fisher, Inc.*, 256 NLRB 1069, 1069 n.5 (1981). With regard to organization of the plant, the Board has made clear that it will not approve fractured units – that is, combinations of employees that are too narrow in scope or that have no rational basis. *Seaboard Marine*, 327 NLRB 556 (1999).

I find that most of the community of interest factors weigh in favor of including the CSSR in the existing unit. First, both the CSSR and other existing bargaining unit staff, including the ISSOs, are supervised by the CE Manager. Moreover, both the CSSR and the ISSO have common functions, skills and training because, in as much as the CSSR performs ISSO functions, they perform the same job. To that end, the CSSR shares an office with the lead ISSO. Indeed, ISSO Tallant testified that he and the CSSR collaborate on the lion's share of his work. As such, they are in daily face to face contact. Additionally, the way in which Frazier and Tallant serve as alternates for each other in several capacities reflects significant interchange. Although the CSSR

occasionally acts in a limited capacity as the CE Manager it is not clearly established that she exercises any Section 2(11) supervisory authority. In conclusion, assuming an accretion analysis is appropriate, I find that the CSSR employee has an overwhelming community of interest with the existing unit and should be accreted into the existing bargaining unit.

III. CONCLUSIONS AND FINDINGS

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

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.
3. The parties stipulated that the Petitioner is a labor organization within the meaning of the Act.
4. The unit will be clarified as indicated below.

IV. ORDER

IT IS HEREBY ORDERED that the bargaining unit is clarified to include the classification of CSSR.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67(c) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

Procedures for Filing Request for Review: Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site (www.nlrb.gov), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) 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](#).

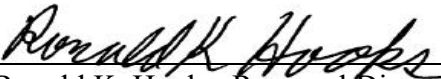
A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business (**5 p.m. Eastern Time**) on **April 16, 2026**, unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on April 15, 2026**.

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

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

Any party may, within 5 business days after the last day on which the request for review must be filed, file with the Board a statement in opposition to the request for review. An opposition must be filed with the Board in Washington, DC, and a copy filed with the Regional 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: April 2, 2026



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
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Seattle, WA 98174-1006