

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 14**

**MID-WESTERN CAR CARRIERS, INC.<sup>1</sup>**

**Employer**

**and**

**Case 14-RC-376290**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL 41**

**Petitioner**

**DECISION AND DIRECTION OF ELECTION**

Mid-Western Car Carriers, Inc. (Employer) is engaged in the transportation of finished vehicles for manufacturers, car dealerships, auto auctions, and re-markets across the country. Employer is headquartered in and maintains an operation in Kansas City, Missouri. It also operates a wider network, with hubs centered in Chicago Heights (IL), Sterling Heights (MI), Centreville (IL), Toledo (OH), Birmingham (AL), McCalla (AL), Jackson (MS), and Mobile (AL). On December 5, 2025, International Brotherhood of Teamsters Local 41 (Petitioner) filed the instant Petition under Section 9(c) of the National Labor Relations Act (Act), seeking to represent 41 employees performing work out of the Employer's facility located at 2010 Television Place, Kansas City, MO 64126. The petitioned-for unit includes all full-time and regular part-time drivers that work out of the Kansas City hub, and excludes all supervisors, yard employees, mechanics and clerical employees, as well as drivers located in the Employer's other hubs.

The Employer contests the appropriateness of the petitioned-for unit and contends that the unit must also include full-time and regular part-time drivers across its entire network. The parties stipulated that any appropriate unit should include only full-time and regular part-time drivers, and it should exclude any yard employees, mechanics, office clerical employees, professional employees, guards, and supervisors as defined by the Act. The only issue presented is whether the petitioned-for unit sought by Petitioner is an appropriate one under Board law. Petitioner agreed that it would proceed with an election in any alternate unit found appropriate by the Board.

A Hearing Officer of the Board held a hearing in this matter and the parties orally argued their respective positions prior to the close of the hearing. As explained below, based on the record and relevant Board law, I find that the petitioned-for unit is an appropriate unit.

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<sup>1</sup> The parties' names appear as Stipulated at hearing.

## **I. RECORD EVIDENCE**

### **a. Employer's Operations**

The Employer engages in the transportation of finished vehicles for manufacturers, car dealerships, auto auctions, and re-markets across the United States. (Tr. at 23:20). The Employer's drivers operate unique tractor-trailers designed for the transport of such vehicles and use them to pick up and drop off the vehicles to their next pick-up point or point-of-sale destination. (Tr. at 46:14). The Employer is headquartered in Kansas City, Missouri, and keeps a maintenance facility there. (Tr. at 25:23). Employer's administrative operations are housed in Kansas City.

The Employer operates across its self-described network, including hubs in Kansas City, MO, Centreville, IL, Chicago Heights, IL, Sterling Heights, MI, Toledo, OH, Jackson, MS, and Birmingham, Mobile, and McCalla, AL. Joseph Bercari, Vice President and General Manager (Vice President Bercari), was the Employer's sole witness. The Petitioner solicited testimony from two witnesses, drivers Kiel Sickman and Kenneth Crawford, both of whom work out of the Kansas City location. The Kansas City hub employs about 41 drivers, while around 78 drivers in total work for the Employer across all hubs. (Tr. at 190:24).

### **b. Control Over Daily Operations, Labor Relations, and Local Autonomy**

The Employer did not provide a full organization structure, but Vice President Bercari testified that ownership works out of headquarters in Kansas City. (Tr. at 81:7-8). He also testified that Kansas City houses the Employer's Human Resources department. (Tr. at 36:5-9). Below Vice President Bercari is Operations Manager Robert Jenkins,<sup>2</sup> who monitors the Employer's network and helps Bercari and ownership with overall operational planning. (Tr. at 43:23). Jenkins also allegedly supervises all drivers. (Tr. at 44:7-11). However, Driver Kenneth Crawford testified that he has only met Jenkins once and does not have any regular contact with him.<sup>3</sup> (Tr. at 170:18-24). Below Jenkins are the Dispatchers and Operations Supervisors, who work in the network hubs, usually at third-party locations or from home. (Tr. at 95:19-25; 96:20-21).

According to Vice President Bercari, the Employer provides the same training for all drivers. (Tr. at 46:8). This training includes an orientation as well as additional trainings depending on the prospective employee's experience. (Tr. at 45:7-46:5). For example, a driver who has already worked with another company and has proper licensing may only be subject to a short assessment period when they are hired. (Tr. at 45:7-13). On the other hand, an inexperienced new hire might be required to take a class to train on how to safely load, unload, and operate the equipment. (Tr. at 45:21-46:5). Vice President Bercari further testified that there are no remote trainings offered but conceded that drivers may be trained by video on regulatory

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<sup>2</sup> The transcript shows Bercari stating his name as "Robert Jenkins," but PET Exh. 10 shows his name as "Rod Jenkins." It is assumed that these are the same person.

<sup>3</sup> In the record, Crawford refers to a "Ron" here. Because there is no testimony or documentation of a "Ron" who works in management for Employer, it is assumed that this means "Rod" Jenkins, as he is listed on the PET Exh. 10 or "Robert" Jenkins as testified to by Employer's witness Bercari.

issues such as human trafficking awareness. (Tr. at 57:21-58:8). It is unclear from the record whether such video trainings take place in Kansas City or if they can be done remotely.

Employer's work rules and policies apply to all drivers, regardless of location, and are set forth by executives in Kansas City. (Tr. at 52:11). However, Vice President Bercari testified that third party facilities may also have policies that drivers from that hub must abide by when using those facilities. Although he stated that those policies are fairly uniform, they do differ from location to location so some drivers may be subject to different policies in the course of their duties. (Tr. at 86:18-25).

Jennifer Merriman (Merriman) performs all Human Resource (HR) responsibilities. (Tr. at 36:2). Merriman performs her duties from Kansas City. (Tr. at 36:9). She performs recruiting, onboarding, and signs off on some disciplines. (Tr. at 36:6; 45:2-4). Driver Kenneth Crawford testified that Merriman was his contact for requesting time off. (Tr. at 171:2). Crawford and other drivers are then required to notify Dispatch that they are taking the time off. (Tr. at 171:2-6).

Employer has about 6 Operations Supervisors. *See* PET Exh. 10. Many of the Operations Supervisors perform inventory and load checks as well as dispatching duties. These supervisors include William George in McCalla, Alabama, Monica Wilkinson in Jackson, Mississippi, Ryan Priestley in Sterling Heights, Michigan, Stephanie Bishop in McCalla and Birmingham, Alabama, Avery Henderson in Kansas City, and Hajime "Jimmy" Miyazima in Centreville and Chicago Heights, Illinois. *Id.* George works on loading docks in McCalla and rarely performs dispatch duties. (Tr. at 97:19-25). Wilkinson performs dispatch in Jackson and Mobile and performs inventory and yard checks in Jackson (Tr. at 98:19-22). Priestley performs dispatch as well as load and inventory checks in Sterling Heights and Toledo (Tr. at 99:1-15). Bishop performs dispatch duties as well as inventory checks and some load checks in Birmingham and McCalla. (Tr. at 99:22-25) Henderson performs dispatch duties in Kansas City. Miyazima also regularly helps dispatch in Kansas City. (Tr. at 100:22; 164:8-18). The Employer also had an Operations Supervisor named Kent Ray, who left around Thanksgiving 2025, and who performed load and inventory checks and dispatched for Centreville. (Tr. at 96:20-24).

Operations Supervisors work out of the hub closest to them and are physically on location at third-party loading docks.<sup>4</sup> (Tr. at 95:19-25). They assist drivers in finding the units for their load and ensure they are being safely handled and loaded correctly. (Tr. at 97:22-23) Essentially, they perform load and inventory checks before the drivers depart on their routes. As such, Vice President Bercari testified that they supervise those locations (Tr. 125:13-22). Vice President Bercari testified that some of these Operations Supervisors are also doing paperwork, building loads, and assigning drivers to their routes. (Tr. at 96:1-2) In that respect, some Operations Supervisors also perform dispatch duties.

Dispatchers work out of the hub closest to them and serve as the drivers' main point of contact by assigning them routes. (Tr. at 101:23 and 137:22). They are assigned to a specific territory and are tied to the inventory within that territory, unless they are "on-call." (Tr. at 29:12-

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<sup>4</sup> There is no testimony regarding whether Operations Supervisors are considered supervisors under Section 2(11) of the Act. The petitioned-for unit does not include these workers, and the Employer is not contesting that they be included in the petitioned-for unit.

13). While a dispatcher is working an “on-call” shift, they may handle inventory across the entire network. (Tr. at 32:21-33:1-9). Still, their primary duty is to control the daily assignments of the drivers (Tr. 137:20-22). Driver loads and assignments are planned out in Kansas City by ownership, Vice President Bercari, and Operations Manager Jenkins (Tr. 28:6). The assignments are then communicated to dispatchers via management (Tr. 27:7-10). The dispatchers then communicate with the drivers to provide details regarding the load, pick-up and drop-off locations, and “deal with any day-to-day concerns or issues” (Tr. 28:12-16). Vice President Bercari testified that dispatchers are the most frequent point of contact for drivers. They communicate with drivers by phone or email, with some drivers preferring to text (Tr. 102:13-19). Dispatchers also communicate with HR in Kansas City to report drivers for discipline (Tr. 125:13-19). Drivers who remain in their hub for the day will interact with a dispatcher for that hub. If a driver runs a load outside of their hub, they will correspond with the nearest dispatcher to coordinate a backhaul, or return load, if possible (Tr. 29:12-21). Essentially, drivers will work with the nearest hub dispatcher who manages the inventory they are dropping off or picking up. If a driver has issues with their equipment such as a dead battery or flat tire, they can call Kansas City (Tr. 102:16-21). Furthermore, it is unclear exactly who, but Vice President Bercari testified that “some people” are qualified to find a third-party vendor or maintenance shop to coordinate repairs (Tr. 102:16-21). If inventory needs to be replaced, Vice President Bercari testified that dispatchers deal with finding the replacements (Tr. 28:16-25). However, he also testified that all repairs are authorized by management in Kansas City (Tr. 103:18-19).

Vice President Bercari testified that all hiring and firing decisions are made by himself and management in Kansas City. It is unclear from the record whether Dispatchers or Operations Supervisors have referred employees for hire, but Vice President Bercari testified that they are not involved in the hiring decision itself (Tr. 137:14-16). The Employer posts job openings based on the operational needs of the network. (Tr. at 105:7-106:9). As such, if the need arises in Kansas City, the job posting will list an opening for Kansas City and will be directed towards potential employees located there. The Employer did not produce any job postings, but the Union produced a posting on Indeed.com showing that Employer sought a driver in McCalla, AL. See UN Exh. 11. Vice President Bercari further testified that Employer hires new drivers by location and those drivers are expected to work out of the network hub they are domiciled closest to. (Tr. at 115:20-22). He testified that he makes firing decisions in conjunction with ownership and director-level executives, but there was no further testimony on this matter. (Tr. at 37:12).

As for general discipline, Vice President Bercari testified that he had the “last vote,” with ownership being involved in the decision.<sup>5</sup> (Tr. at 42:17-21). Still, because he is not on location directly supervising the drivers, Vice President Bercari relies on reports of misconduct to issue such discipline. He testified that Dispatchers as well as third parties have reported drivers in the past. (Tr. at 124:13-22). Reports are made to HR Manager Merriman directly or to other management, who then investigate and confer on whether to issue the discipline. The Employer relies especially on third parties because they may have separate policies at their location and are

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<sup>5</sup> On the record, Petitioner’s counsel objected to this testimony because it subpoenaed documents regarding supervision and discipline but did not receive responsive documents prior to hearing. The Employer shared a “slew of documents” prior to going on the record. (Tr. at 38:22-25). The Hearing Officer thereafter granted Petitioner 15 minutes for review. Unfortunately, said documentation of the Employer’s disciplinary processes or specific disciplinary actions are not in the record.

in a better position to know whether one of Employer's drivers is in violation of such policies. (Tr. at 124:20-125:12). To that end, Vice President Bercari testified that most disciplinary actions result from reports by third parties. (Tr. at 125:10-12). Disciplinary records are physically kept at the Kansas City location and the Employer does not have electronic records. (Tr. at 43:1-9).

The only property managed by the Employer is its Kansas City headquarters, which includes a maintenance shop. (Tr. at 26:15; 102:12). Drivers in other hubs interact exclusively with third-party sites and are subject to the policies and procedures at those sites (86:18-25). Vice President Bercari testified that although many sites have common policies, there are some things unique to certain sites. (Tr. at 133:11-13). For example, rail facilities will commonly require reflective vests. (Tr. at 132:20-23). Dispatchers or Operations Supervisors are responsible for ensuring that drivers follow these policies at the third-party location. (Tr. at 125:16-25).

### **c. Employee Skills, Functions, and Working Conditions**

The general skills and functions performed by Employer's drivers remain the same across the network. Drivers load finished vehicles, transport them from the location, and unload them at their destination. All drivers are subject to the same training, depending on pre-hire experience level. All drivers are assigned their routes by dispatchers. Vice President Bercari testified that there is no standard set of hours and that drivers work in conjunction with management to make their schedule. (Tr. at 58:14-59:16). Although drivers are somewhat in control over their own schedule, there are federal regulations that each driver must comport with. (Tr. at 58:14-16).

Although all the network drivers perform essentially the same functions, their duties and equipment may vary depending on their location. For example, the Employer offers what it calls sleeper carriers for employees taking longer trips where an overnight stop can be expected. (Tr. at 46:22-47:3). These specially designed carriers include a space for the driver to sleep. To that end, Kansas City drivers will likely never use a sleeper car because they are rarely required to take long trips. (Tr. at 47:4-10).

Kansas City is the busiest hub for the Employer, "by far." (Tr. at 89:11). As such, drivers in Kansas City consistently haul up to four loads per day due to the volume of loads and the proximity of pick-up and drop-off locations. (Tr. at 129:18-22). Vice President Bercari testified that the only other locations where drivers might run four loads in a day were Birmingham and McCalla (Tr. at 130:2). Kansas City drivers are also less likely to run loads outside of the Kansas City hub due to the frequency of loads in that area. (Tr. at 31:17-23).

Kansas City is the only location with a dedicated maintenance shop, and in fact is the only location owned and managed by the Employer. In Kansas City, drivers have mechanics on duty in the shop that perform repairs on the carriers. (Tr. at 103:22-104:4). The only time that a Kansas City driver would go to a third-party for maintenance would be when the shop is busy and the required repair is trivial, such as an oil change. (Tr. at 104:5-14). In contrast, drivers at every other hub must coordinate third-party maintenance through Kansas City or their dispatcher. (Tr. at 102:16-21). The repair is then authorized by Kansas City management, and the driver will take their equipment to the third-party for maintenance. (Tr. at 102:21-103:21).

Driver pay is calculated in a uniform way, but the type of vehicle and distance of the load can affect how much a driver makes on each load. (Tr. at 111:12-114-25). The Employer calculates the pay rate as a percentage of the gross revenue per load, taking into account the vehicle model and distance travelled. Drivers are aware of the pay rate for each load when they are assigned by the Dispatcher, and the Employer promises to pay that rate even if there are back-end calculations that undermine the calculation. (Tr. at 113:14-19). Drivers are not compensated for the time it takes to travel to their truck. (Tr. at 113:20-25). Driver pay rates can therefore fluctuate depending on the distance of the load, the frequency of loads, and the specific type of vehicle being transported.<sup>6</sup> Benefits are the same for all drivers regardless of location. (Tr. at 81:5-19). Kansas City Driver Kiel Sickman testified that depending on the manufacturer and distance, a driver might receive a higher rate for hauling one load in a day than three. (Tr. at 158:11-15).

The Employer offers incentives on a geographic basis. (Tr. at 114:1-4). Such offers include increased pay for weekend runs. To promote the incentive, Employer will email the dispatchers or drivers for that location directly. For example, the Employer offered an incentive for Kansas City drivers on the weekend of September 20 and 21, 2025. See PET Exh. 4. The email offering the incentive was sent to dispatchers Avery Henderson and Hajime Miyazima, who worked out of the Kansas City location.<sup>7</sup> The Employer offered a similar incentive for the weekend of August 30 and September 1 in Mobile, McCalla, and Jackson. See PET Exh. 5. In that email, the Employer referred to them as the “Southern Terminals” and sent the email to specific lists labelled “Mobile Drivers,” “McCalla Drivers,” and “Jackson Drivers.” The emails were also sent to the Operations Supervisors for those locations, Monica Wilkinson and Stephanie Bishop. Drivers from other hubs did not receive these incentive emails.

Drivers may be subject to different safety procedures and other policies depending on their work location. As mentioned previously, the Employer manages only one property in Kansas City. Drivers who pick up or drop off at third-party locations are subject to the policies and procedures on those lots. Vice President Bercari testified that the differences in policies between third parties is minimal, but there was no documentary evidence or further testimony to support this assertion (Tr. at 133:7-13).

Employees utilize CargoTel software to stay up to date on their scheduled loads. (Tr. at 60:13-20). The software shows the driver their pick-up point, load details, drop-off location, and next assignment. (Tr. at 61:10-20). Each employee utilizes CargoTel during the course of their duties.

#### **d. Employee Interchange**

While Vice President Bercari testified that interchange was common and frequent, there is little record evidence to show significant interchange. Drivers are capable of reaching out to

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<sup>6</sup> There was no conclusive testimony on this issue, but drivers in Kansas City likely have the most fluctuation, as they carry low-mileage loads but do so more frequently than other hubs. In fact, Kansas City drivers often haul four loads in a day, while other hubs manage 1-2 per day.

<sup>7</sup> Although Miyazima now oversees Centreville and Chicago Heights, Operations Supervisor Kent Ray was still with Employer at that time, and Miyazima was handling dispatch duties in Kansas City.

dispatchers outside of their home hubs to seek loads. However, the frequency with which they do so is unclear. Further, Vice President Bercari testified that the Kansas City drivers rarely transfer out of network due to the volume at the hub. Instead, it is more common for drivers outside of Kansas City to transfer in for work there, especially Centreville drivers (Tr. at 76:1-4). Although drivers are usually in control of this interchange, transfers for business needs do occur often (Tr. at 35:4-13; 51:1-2).

Kansas City Driver Kiel Sickman testified that it was unusual for drivers from outside of Kansas City to work in the area. (Tr. at 157:3-5). He further testified that during his four years with the Employer, he has attended one meeting for drivers. (Tr. at 157:12-25). At that meeting were only Kansas City drivers, discussing how to handle certain freight. He testified that he does interact with drivers at railyards, and he mostly sees Kansas City drivers. (Tr. at 152:5). Sickman also stated that in his time with Employer he has never been asked to work outside of Kansas City. (Tr. at 159:9-11). However, he has run loads out of Centreville in the past because he specifically requested loads going back toward Kansas City. (Tr. at 159:14-16). Other than that, he has never been assigned loads outside of Kansas City.

Kansas City Driver Kenneth Crawford, who had worked for Employer for three months, also testified. In that time, he testified that he has hauled one load outside of Kansas City, and it was from the Centreville hub. (Tr. at 167:23-168:3). He stated that he took this load because he needed a backhaul from the St. Louis area. (Tr. at 168:7-13). He therefore contacted the Centreville dispatcher, who found a load for him. In that regard, Crawford was not assigned the route, he sought it out. (Tr. at 168:17-18). Crawford further testified that he has never been assigned a load outside of Kansas City, and that he has never had contact with a driver based outside of Kansas City. (Tr. at 169:1-4; 171:19).

Vice President Bercari offered some testimony on the issue. As for temporary transfers into Kansas City, he stated that they occur “every week.” (Tr. at 32:16). Conversely, he testified that transfers out of Kansas City have been “fairly uncommon” due to volume in that location. (Tr. at 31:17-23). There were no percentages offered by the Employer, and the only record evidence shows loads hauled from August/September to December of 2025, for around 99 drivers across all locations during that period. See ER Exh. 4.

#### **e. Distance Between Locations**

Kansas City, Missouri is the main location for Employer. The Kansas City location has 4 main railyards. The distances of each network hub by drive from Kansas City are as follows:

- Centreville, IL – 255 miles
- Chicago Heights, IL – 503 miles
- Jackson, MS – 658 miles
- Toledo, OH – 709 miles
- Birmingham/McCalla, AL – 720 miles
- Sterling Heights, MI – 776 miles
- Mobile, AL – 838 miles

## **f. Bargaining History**

There is no prior bargaining history (Tr. at 198:8-9).

## **II. ANALYSIS**

### **a. Legal Standard**

The Board has long held that a petitioned-for single-facility unit is presumptively appropriate, unless it has been so effectively merged or is so functionally integrated that it has lost its separate identity. See e.g., *Hilander Foods*, 348 NLRB 1200 (2006); *Frisch's Big Boy III-Mar, Inc.*, 147 NLRB 551, 551 fn. 1 (1964). The party opposing the single-facility unit has the heavy burden of rebutting its presumptive appropriateness. *Id.* To determine whether the single-facility presumption has been rebutted, the Board examines (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any exists. See, e.g., *Trane*, 339 NLRB 866 (2003); *J & L Plate, Inc.*, 310 NLRB 429 (1993).

There is nothing in the Act requiring that the unit found appropriate be the only or most appropriate unit; the Act requires only that it be “*an appropriate unit.*” *Wheeling Island Gaming*, 355 NLRB 637, fn. 1 (2010) (emphasis in original) (citing *Overnite Transp. Co.*, 322 NLRB 723 (1996)).

As explained below, the Employer has failed to carry its heavy burden to establish that the unit must consist of all full-time and regular part-time drivers across its network, and not just those based in Kansas City.

### **b. Application of Board Law to this Case**

As stated above and at the hearing, a single-facility unit is presumptively appropriate. *Haag Drug*, 169 NLRB 877 (1968). Accordingly, the issue here is whether the Employer has met the evidentiary burden to overcome that presumption. In reaching the conclusion that the single-facility unit is appropriate, I rely on the following analysis and record evidence.

#### ***i. Central Control over Daily Operations and Labor Relations***

The Board has made clear that “the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support the single location presumption.” *California Pacific Medical Center*, 357 NLRB No. 21, slip op. at 2 (2011) (citations omitted). Thus, “centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. Instead, the Board puts emphasis on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems.” *Hilander Foods*, 348 NLRB

1200, 1203 (2006) (citations omitted). The Board has found the presence of local managers to be evidence of significant autonomy over local terms and conditions of employment supportive of a single-facility unit. *D&L Transportation*, 324 NLRB 160, 161 (1997); also see *Cargill, Inc.*, 336 NLRB 1114, 1114 (2001). Therefore, the primary focus of this factor is the control that facility-level management exerts over employees' day-to-day working lives.

The Employer maintains centralized control over many aspects of personnel and labor relations across its network, including payroll, disciplinary measures, training and orientation, and HR policies. All drivers are subject to federal regulations. All drivers sign the same onboarding documents, and training varies by experience but not by location. Pay rates and benefits are also determined at the corporate level in Kansas City. Vice President Bercari testified that personnel files are kept in the Kansas City office and are not available online.

Vice President Bercari testified that he and ownership make all hiring and firing decisions. He further testified that William George, an Operations Supervisor, was "absolutely not" a part of hiring decisions. (Tr. at 137:16). The only testimony or evidence regarding the Employer's process for termination was Vice President Bercari's statement that he makes firing decisions in conjunction with ownership and director-level executives.

All drivers are paid pursuant to the same general guidelines and pay per load is guaranteed by the Employer up front. Drivers are paid according to the length of their trip and the value of the vehicles they are transporting. Although pay rates may change based on the third-party whose load is being transported, the Employer's calculation remains the same.

While Employer does maintain substantial centralized control over personnel and labor relations, it is not sufficient to rebut the single-location presumption because the evidence demonstrates significant enough local autonomy over labor relations at the Employer's other facilities. See, e.g., *New Britain Transportation Corp.*, supra; *Carter Hawley Hale Stores*, 273 NLRB 621, 623 (1984).

While the facilities in dispute here are all subject to the same employee handbooks, personnel policies, employee benefits, and are all managed by the Company's President, facilities outside of Kansas City have distinct supervision and sufficient local autonomy to demonstrate the appropriateness of the petitioned-for unit. Unfortunately, there is scant testimony regarding the 2(11) supervisory duties of the Dispatchers and Operations Supervisors at Employer's locations outside of Kansas City. Still, testimony in the record shows that Dispatchers assign work to drivers at each location. Although Vice President Bercari testified that he has the final say on any discipline, he also testified that he relies on Dispatchers and Operations Supervisors to report drivers to management for discipline. However, it was unclear whether the Dispatchers and Operations Supervisors effectively recommend such discipline.

Operations Supervisors also oversee the Employer's operations and third-party locations across the network. While the Employer owns and maintains only its Kansas City facility, Operations Supervisors ensure that drivers adhere to local policies and procedures at the third-party locations they use for pick-up and drop-off. There was little testimony regarding what those policies and procedures look like, but Vice President Bercari testified that each lot could

conceivably have different policies and procedures for the drivers to follow. Importantly, it is the Operations Supervisors who are responsible for ensuring drivers follow such guidelines, demonstrating that there is significant local autonomy over their day-to-day work. Operations Supervisors also help drivers find their inventory, perform load checks, and generally help drivers while they are on location. Further, although Dispatchers receive driver assignments from headquarters, they serve as the main point of contact for drivers at all times. If drivers have issues with their equipment, they contact the Dispatcher, who then works with headquarters to resolve the issue.

On its public website, the Employer advertises its “network” and represents each separate hub as distinct. See PET Exh. 3. Although not probative, the Employer holds itself out as running out of these distinct networks, which are based in the cities listed on the website.

In *Esco Corp.*, the Board found sufficient local autonomy even in the absence of a supervisor assigned to a site that the Employer sought to have included in the unit. See *Esco Corporation*, 298 NLRB 837 (1990). The Board found it “significant” that the employer in that case relied on a “warehouse supervisor” to oversee the operations at that site. *Id.* Ultimately, the Board relied on this “limited local autonomy” in finding that the single-facility unit was appropriate, even though the warehouse supervisor was determined not to be a statutory supervisor. *Id.* at 838-9. The warehouse supervisor did not hire, fire, or discipline employees, but “[oversaw] the daily operations of the” excluded facility “through” the company’s operations manager. *Id.* at 838. Here, similarly, the Employer utilizes Dispatchers and Operations Supervisors to dispatch drivers, oversee the third-party loading docks and other external sites, and inform headquarters of driver misconduct. Those Dispatchers and Operations Supervisors coordinate with the main office and Vice President Bercari to oversee those sites, but they also assign routes to drivers and ensure drivers are in compliance with third-party procedures. Although there is scant record evidence regarding whether these positions are statutory supervisors, they are sufficiently similar to the warehouse supervisor position discussed in *Esco*.

The *Esco* Board, finding that the single-facility unit presumption was not rebutted, noted that a “lack of regular and substantial interchange or contact between the [petitioned-for unit] and employees at other locations plus the great distances between locations outweigh[s] the centralized operations and labor relations, limited local autonomy, and the common skills.” *Id.* at 840. Based on my findings below, I find that this factor is similarly outweighed by the others.

Accordingly, I find that while there is significant central control over daily operations out of Kansas City, Dispatchers and Operations Supervisors also retain some local autonomy, so this factor is not conclusive in the overall analysis.

## ***ii. Similarity of Skills, Functions, and Working Conditions***

The similarity or dissimilarity of duties, qualifications, working conditions, wages, and benefits among employees at all of the employer’s facilities has some bearing on determining the appropriateness of the single-facility unit. *Dattco, Inc.*, 338 NLRB 49, 51 (2002).

Apart from working in geographically separate networks, Employer's drivers at all locations share identical skills and functions. All drivers are responsible for delivering finished vehicles from railyards or manufacturing plants to their destination, whether that be another railyard or the vehicle's final point-of-sale site. The drivers perform the same work, share the same qualifications, adhere to the same federal regulations in the industry, receive the same benefits, are paid per load using a uniform calculation, and are assigned work by the same method. Still, working conditions and equipment vary to the degree that a single-facility unit finding is appropriate.

Although pay and benefits are uniform company-wide, the Employer offers incentives only to specific networks. For example, Employer emails show that it offered an incentive to only Kansas City drivers on September 17, 2025. See PET Exh. 4. This email was sent only to the Dispatchers and Operations Supervisors for the Kansas City location, which tends to show that it was not offered outside of Kansas City. The Employer also offered an incentive to the drivers in its "Southern Terminal" on August 27, 2025. See PET Exh. 5. Employer addressed those emails to groups of drivers labelled "Mobile Drivers," "Jackson Drivers," and "McCalla Drivers." These emails demonstrate not only that the Employer offers exclusive incentives to specific networks, but that even Employer sees each hub as separate and distinct in operation. Further, these emails show that volume of business can vary significantly between locations, which may affect working terms and conditions at each.

Put simply, working conditions change based on the location of the driver's network. Drivers in Kansas City mainly operate out of four railyards. Due to the proximity of the pick-up and drop-off locations in the Kansas City network, many drivers can haul up to four loads in a day. Vice President Bercari testified that this frequency was only possible in two other hubs, Birmingham and McCalla, which are geographically very close. There was scant testimony on the issue, but the disparity in length and number of routes likely means that drivers in networks outside of Kansas City receive different wages than their Kansas City counterparts. There was further testimony that the Employer supplies sleeping cars for drivers who take assignments that require an overnight stop. However, a Kansas City driver would likely never have the need for a sleeper car due to the proximity of their pick-up and drop-off locations. This further demonstrates the difference in conditions among the network hubs, especially in Kansas City. Finally, as mentioned above, drivers outside of the Kansas City network are subject to the policies and procedures at third-party locations and so conditions are different in each hub depending on those third parties.

Although the drivers undoubtedly share the same skills and function, the working conditions can vary significantly between networks, especially for the Kansas City drivers. As such, I find that this factor lightly favors the Petitioner.

### ***iii. The Degree of Employee Interchange***

Employee contact is considered interchange where a portion of the workforce of one facility is involved in the work of the other facility through temporary or permanent transfer or assignment of work. However, a significant portion of the workforce must be involved, and the workforce must be actually supervised by the local branch to which they are not normally

assigned in order to meet the burden of proof on the party opposing the single-facility unit. *New Britain Transp. Co.*, 330 NLRB 397, 398 (1999). For example, the Board found that interchange was established and significant where during a 1-year period there were approximately 400 to 425 temporary employee interchanges among three terminals in a workforce of 87 and the temporary employees were directly supervised by the terminal manager from the terminal where the work was being performed. *Dayton Transport Corp.* 270 NLRB 1114 (1984). On the other hand, if the amount of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met, including where a party fails to support a claim of interchange with either documentation or specific testimony providing context. *Cargill, Inc.*, 336 NLRB 1114 (2001); *Courier Dispatch Group*, 311 NLRB 728, 731 (1993). Also important in considering interchange is whether the temporary employee transfers are voluntary or required, the number of permanent employee transfers, and whether the permanent employee transfers are voluntary. *New Britain Transp. Co.*, supra.

Drivers who do temporarily transfer are technically supervised by the hub they are transferred into because they will work with the Dispatchers and Operations Supervisors in their hub. Drivers Sickman and Crawford both testified that when they requested loads back towards Kansas City from the Centreville hub, they were in contact with the Centreville Dispatcher. Vice President Bercari also testified that drivers connect with the Dispatcher only in the hub they are hauling from. Although drivers are subject to local control when they transfer, there does appear to be frequent enough interchange to carry the Employer's burden to rebut the single-facility presumption.

With respect to the degree of interchange, although frequent and regular interchange supports finding a community of interest, it is also well-established that infrequent, limited, and one-way interchange does not require finding a shared community of interest. For example, in *Starbucks Corp.*, the Board found that two percent of shifts at the petitioned-for store were worked by employees from other stores, and that this did not "establish that the petitioned-for employees regularly or frequently interchange with employees" in the employer's administrative district "and instead indicate that any interchange is limited and infrequent." 371 NLRB No. 71 (2022). However, voluntary interchange is given less weight when determining if employees from different locations share a common identity. *D&L Transportation*, 324 NLRB at 162 fn. 7.

Put simply, the Employer has failed to support its claim of interchange with sufficient documentation or testimony. Although they provided records and testimony regarding interchange, its documentation constituted driver logs for only 14 of 78 drivers from September to December of 2025. Such a small snapshot cannot accurately capture the rate of interchange, let alone prove that there is significant integration to rebut the single-facility presumption. Further, driver testimony demonstrated that drivers must voluntarily request such transfers, and so any interchange asserted by Employer carries less weight in this context. Still, Employer has not offered specific enough evidence to carry its burden. In *New Britain Transportation Co.*, the Board upheld a petitioned-for single-facility unit in part because "virtually the only evidence" provided by the Employer was a snapshot of 200 temporary transfers over a 6-month period. *New Britain Transp. Co.*, 330 NLRB 397 (1999). The Board held the employer had not carried its burden on interchange because that "data alone lacks any context" and is of "little evidentiary

value because the employer did not present evidence on the percentage” of total routes that are transfers or the percentage of employees who were involved in temporary transfers. *Id.* at 398. Here, the Employer has similarly provided just a 6-month snapshot of loads hauled by its drivers nationwide. There is no testimony that contextualizes the evidence by providing a percentage or even rough estimate of how many transfers took place during that 6-month period.

Furthermore, Employer’s proffered evidence demonstrates that interchange is fairly rare, and testimony demonstrates that such interchange is normally at the behest of the driver, rather than the Employer. As such, I find that this factor weighs in favor of the single-facility unit of Kansas City drivers being appropriate.

#### ***iv. Distance Between Locations***

While significant geographic distance between locations is normally a factor in favor of a single-facility unit, it is less of a factor when there is evidence of regular interchange between the locations, and when there is evidence of centralized control over daily operations and labor relations with little or no local autonomy, particularly when employees at the facilities otherwise share skills, duties, and other terms and conditions of employment. *Trane*, *supra* at 868. While the Board has not provided a bright line rule regarding the distance between facilities, the Board has tended to find in favor of a multi-facility unit when the distance between them range from two to 12 miles, depending largely on what other factors are present. See, *e.g.*, *Lipman’s*, 227 NLRB 1436 fn. 7 (1977) (stores located only two miles apart appropriate single-facility units); *Red Lobster*, 300 NLRB 908 (1990) (stores with an average distance of 7 miles apart and all within a 22-mile radius appropriate single-facility units); *New Britain Transp. Co.*, *supra* at 398 (“[G]eographic separation [of 6 to 12 miles], while not determinative, gains significance where, as here, there are other persuasive factors supporting the single-facility unit).

The network hubs at issue in this petition are all over one hundred miles from the Kansas City facility. As previously noted, the distances of each network hub by drive from Kansas City are as follows:

Centreville, IL – 255 miles  
Chicago Heights, IL – 503 miles  
Jackson, MS – 658 miles  
Toledo, OH – 709 miles  
Birmingham/McCalla, AL – 720 miles  
Sterling Heights, MI – 776 miles  
Mobile, AL – 838 miles

As such, there is significant distance between each location and Kansas City. Further, the hubs are significant distances from one another aside from Birmingham and McCalla (20 miles by car) and Toledo and Sterling Heights (81 miles by car). Significantly, the Board has found even those shorter distances to support a single-facility unit. See *Lipman’s* and *Red Lobster*, *supra*.

In view of my conclusions regarding the first three factors, I find that the distance between locations further supports the conclusion that a single-facility unit is appropriate.

**v. *Bargaining History***

The absence of bargaining history is a neutral factor in the analysis of whether a single-facility unit is appropriate. *Trane*, supra at 868, fn. 4. Thus, the fact that there is no bargaining history in this matter does not support nor does it negate the appropriateness of the unit sought by Petitioner.

**III. CONCLUSION**

In determining that the single-facility unit sought by Petitioner is appropriate, I have carefully considered the record evidence and weighed the various factors that bear on the determination of whether a single-facility unit is appropriate. In particular, I rely on the infrequent interchange between the different facilities and the significant distance between the facilities in reaching my conclusion that the single-facility unit sought by Petitioner is appropriate. Further, although the Employer demonstrated some central control, it did not provide sufficient evidence showing that local Dispatchers and Operations Supervisors do not oversee a significant portion of each driver's local work activity. Similarly, although the drivers' skills and functions are largely the same, I find that there is enough variation in working conditions between the network facilities to support a finding that the petitioned-for unit is appropriate. Specifically, that drivers in Kansas City would never require a sleeping car, may report to the Kansas City facility for repairs, and can run up to four loads a day due to proximity tends to show that the Kansas City drivers' working conditions meaningfully vary from drivers in other networks.

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

1. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.<sup>8</sup>
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.

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<sup>8</sup> At hearing, the Parties' Stipulated to the following commerce facts: The Employer, Mid-Western Car Carrier, Inc., is a State of Missouri Corporation engaged in the business of car delivery from its facility at 2010 S. Television Place, Kansas City, Missouri 64126, the only facility listed in the petition. During the past year, a representative period, the Employer in the course and conduct of its business operations out of its location at 2010 S. Television Place, Kansas City, Missouri purchased and received goods and services valued in excess of \$50,000 directly from sources located outside of the State of Missouri. During this same period the Employer out of its location at 2010 S. Television Place, Kansas City, Missouri provided services valued in excess of \$50,000 directly to customers located outside the State of Missouri. The Employer annually derives gross annual revenues in excess of \$1,000,000.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer 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 Drivers employed by the Employer at its 2010 S. Television Place, Kansas City location.

**EXCLUDED:** All yard employees, mechanics, office clerical employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

#### **IV. DIRECTION OF ELECTION**

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by **International Brotherhood of Teamsters, Local 41**.

##### **A. Election Details**

The election will be held on **Friday, April 10, 2026** from 6:00 a.m. to 10:00 a.m. in the Break Room at the Employer's facility located at 2010 Television Place, Kansas City, Missouri 64126.

##### **B. Voting Eligibility**

Eligible to vote are those in the unit who were employed during the payroll period ending **Friday, March 13, 2026**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

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

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

employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

### **C. Voter List**

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

To be timely filed and served, the list must be *received* by the regional director and the parties by **March 26, 2026**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015](http://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](http://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 non-posting of notices if it is responsible for the non-posting, and likewise shall be estopped from objecting to the non-distribution of notices if it is responsible for the non-distribution. 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](http://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: March 24, 2026



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