

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9**

PETERMANN, LTD/DURHAM

Employer

and

Case 09-RC-386287

**TEAMSTERS LOCAL UNION NO. 284,
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

Petitioner

DECISION AND ORDER DISMISSING PETITION

I. INTRODUCTION

Petermann, LTD/Durham (the Employer) is an Ohio Limited Liability Corporation engaged in the provision of school student transportation services for numerous school districts throughout the state of Ohio, including a facility located in Pickerington, Ohio, the only facility involved herein. On May 4, 2026, Teamsters Local Union No. 284, affiliated with the International Brotherhood of Teamsters (the Petitioner) filed a petition under Section 9(c) of the National Labor Relations Act (the Act) seeking to represent the “Student Discipline Coordinator” position as part of an existing recognized collective-bargaining unit. The existing bargaining unit includes bus drivers and monitors represented by the Petitioner at the Employer’s Pickerington, Ohio facility. There is only one employee who holds the Student Discipline Coordinator position.

A hearing officer of the National Labor Relations Board (the Board) held a hearing in this matter by videoconference on May 13, 2026,^{1/} during which the parties entered several stipulations. The only issue presented in this matter, as discussed in more detail below, is whether it is appropriate to include the petitioned-for Student Discipline Coordinator in the existing bargaining unit. The Petitioner argues that the Student Discipline Coordinator shares a sufficient community of interest with the existing bargaining unit. The Employer disagrees and argues that the petition seeks to add a single office clerical employee who does not share a community of interest with the existing bargaining unit. Both parties presented closing arguments and were not permitted to file post-hearing briefs. I have carefully considered the positions and arguments presented by the parties on this single issue. For the reasons discussed below, I direct that the petition be dismissed.

^{1/} All dates are in 2026 unless otherwise noted.

II. FACTS

a. General Overview of the Employer's Operations

The Employer provides student transportation services for school districts throughout the country, including for the Pickerington Board of Education. Barak Wells is the region manager of eight facilities, including the Pickerington facility.^{2/} The Employer's leadership at the Pickerington facility consists of General Manager Jason Leeth and an assistant general manager whose name is not reflected in the record. All employees except mechanics report directly to the general manager and the assistant general manager. The Petitioner and the Employer have entered into a collective-bargaining agreement (CBA), effective July 1, 2025, through June 30, 2028, for the following bargaining unit at the Pickerington facility:

Including all bus drivers (including bus driver/trainer), both regular and substitute, regular van drivers, and monitors employed by Petermann, Ltd.; excluding all office clerical employees, trainer/assistant branch manager, mechanics, substitute van drivers, and all professional employees, guards and supervisors as defined in the National Labor Relations Act.

The bargaining unit is comprised of approximately 120 bus drivers (including 4 or 5 van drivers) and 40 monitors. In addition to drivers and monitors, the Employer employs an unspecified number of mechanics and a single safety training supervisor, neither of which positions are included in the existing bargaining unit.^{3/} The Employer also employs five non-management non-bus driver employees (hereinafter collectively referred to as the "clerical employees") at the Pickerington facility—Charter Coordinator, Office Administrator, Recruiting Coordinator, Router, and the petitioned-for Discipline Coordinator.^{4/} The specifics of these individual job classifications are discussed in detail below. Although discussed in detail in the record, at least some of the clerical employees at the Employer's other facilities are organized as separate bargaining units from the bus drivers and monitors.

In terms of physical layout, the Employer's facility consists of a two-floor building with office space and a large garage area. The Employer's managers, along with the five non-management non-bus driver employees (otherwise referred to as clerical employees by the parties at hearing) occupy the interior offices of the facility. Drivers and monitors have access to the first-floor lobby for purposes of clocking in and receiving assigned routes. Although drivers and monitors are generally not permitted further within the office space, they may visit the Discipline Coordinator on the second floor. The bus drivers and clerical employees have

^{2/} Also known as the Pickerington Customer Service Center (CSC).

^{3/} The record is unclear regarding the safety training supervisor's duties, and whether this position is responsible for any direct reports.

^{4/} I acknowledge that there is a dispute whether the five non-management non-bus driver employees are office clerical employees or plant clerical employees, which is further addressed below. Nevertheless, I will refer to them collectively as the clerical employees.

separate break areas, with the clerical employees utilizing the second-floor conference room and the drivers utilizing a break room in the main area on the first floor.

b. The Existing Bargaining Unit

Bus drivers typically operate one morning route (6:00 am to 11:45 am), a midday route (12:00 pm to 1:30 pm), and one afternoon route (1:50 pm to 5:00 pm). Drivers clock-in at their assigned time using a dashboard and swipe card located at the dispatch window in the lobby exterior to the Router's office. After clocking-in, drivers "pre-trip" their bus, i.e., prepare for the route. According to Wells, routes average around 2.5 hours in duration. Each bus has an assigned monitor, and a monitor can be assigned to the entire bus or to a certain individual student. Monitor assignments are determined by the school district. Once a route is completed, the drivers return to the facility, post-trip their bus, and clock out. Drivers must wear a safety vest while performing work duties but do not need to wear a safety vest when they are inside the Employer's facility.

Due to the nature of their routes and the demands of the school year, bus drivers are part-time employees. They do not work a full 8-hour day and are permitted to go home between routes. They typically work 9 months out of the year, beginning on the first day of school on August 14 and ending the last day of school on May 22, although some drivers work during the summer based on seniority bidding pursuant to the CBA.^{5/} Bus drivers are paid by the hour on a weekly schedule, and their wage scale and other benefits are outlined in the CBA. Benefits include dental, limited medical, life insurance, vision insurance, paid holidays, and PTO. Drivers do not participate in a 401k through the Employer but have retirement plans through the state system.

All drivers and monitors must complete classroom training upon hire. Drivers complete approximately 30 hours of training. Monitors complete approximately 22 hours of training. Training includes video and hands-on learning. Drivers are also required to complete state certification courses and must recertify annually. Drivers attend monthly safety meetings held by the Employer that cover additional state requirements. Drivers are evaluated by safety and training supervisors, six of which are onboard instructors, who are bargaining unit drivers who have been trained and certified to train other drivers.^{6/} Drivers also attend an "in service" meeting, also called a "back-to-school" meeting, which is held at the beginning of the school year with all employees, including clerical employees who prepare the meeting and present at the meeting.

With regard to use of the facility, bus drivers do not generally work inside the office space of the facility. Drivers can visit the second floor of the facility to refer disciplinary actions to the Student Discipline Coordinator. Witness testimony establishes that such visits vary in duration and frequency. The current Student Discipline Coordinator, Dominica Holman, testified that she meets with bus drivers daily for about one hour. She also meets with monitors, but at a

^{5/} Only one summer route was operated during the summer of 2026.

^{6/} It is unclear how many safety and training supervisors there are.

lesser frequency. During these meetings, drivers are either making disciplinary referrals or asking Holman for disciplinary advice. The amount of interaction between drivers, monitors, and Holman is reduced during the summer due to fewer drivers and monitors working.

c. The Clerical Employees

The five clerical employees work full-time and year-round. Their hours are 8 am to 5 pm. They are paid bi-weekly and receive an annual wage increase in early Spring.^{7/} Their benefits, outlined in an employee handbook, include life insurance up to \$100,000, multiple health and dental plan options, and nine holidays plus 4 days over the New Year's holiday. The record is unclear whether the clerical employees work overtime, suggesting that some clerical employees might. The clerical employees clock in for work using an ADP app that is different from the driver and monitor swipe card system.

The five clerical employees generally perform different tasks and have different job descriptions. According to the job description for the Student Discipline Coordinator, this position is responsible for imposing consequences on students for misconduct on the school bus and assisting school administrators and bus drivers with resolving issues with students. The Charter Coordinator organizes and coordinates charter and field trips. The Office Administrator answers phones, assists with bus dispatch, and performs other necessary office duties such as payroll. The Router uses VersaTrans software to generate routes driven by the bus drivers and maintains the routes throughout the school year. The Recruiting Coordinator recruits and hires bus drivers and monitors.

All clerical employees, except for the Recruiting Coordinator, maintain CDL licenses, although they are not required to do so. All employees, including clerical employees and management, are expected to drive bus routes when there are not enough bargaining unit bus drivers to complete the routes. The record does not include documents that quantify the frequency of bus driving for each employee. Bus drivers cannot perform the work of clerical employees. When a clerical employee is out of office, the other clerical employees can perform necessary tasks as needed.

Clerical employees use computers, email accounts, cell phones, and VersaTrans software provided by the Employer to complete their work. All clerical employees are expected to have strong computer skills. The Student Discipline Coordinator has access to camera systems to perform video review of referrals. Clerical employees must complete online Cornerstone training courses generally pertaining to technology policies and cyber security, sexual harassment in the workplace, and other workplace matters not directly tied to individualized job duties. Clerical employees attend staff meetings held solely for the clerical employees twice a year.

Dominica Holman is the current Discipline Coordinator. She began her employment with the Employer as a bus driver. As the Discipline Coordinator, she is responsible for the following tasks, as outlined in the Discipline Coordinator job description: (1) determine and impose

^{7/} The record is unclear whether the clerical employees are paid hourly or salaried.

appropriate discipline for student misconduct on school buses; (2) represent Durham schools at bus appeals, parent meetings or other school district meetings; (3) maintain hardcopy, computer and video files concerning student discipline; (4) monitor the function of digital video cameras on buses and troubleshoot any issues; (5) generate reports requested by the General Manager or the District Office; (6) communicate with district administrators, parents, drivers and local staff; and (7) audit and update the student database, VersaTrans annually.

Holman testified that she receives referrals to investigate student incidents from drivers, parents, school administrators, and school district management. Drivers typically visit her office in the morning and turn in write-ups regarding student discipline concerns. Holman documents the write-ups and communicates with parents regarding the disciplinary process. She also provides guidance to the drivers on how to handle student disciplinary concerns on a case-by-case basis. She estimates that she spends about an hour a day with the drivers, between 9:30 am and 10:45 am.^{8/} Over the summer, Holman interacts with the drivers once a week. Holman also interacts with monitors in much the same way, but at a lesser frequency of twice a week for 15 minutes or less. Holman testified that she is also responsible for investigating special education incident reports, and in doing so, is in communication with schools, parents, and drivers. Holman issues student suspensions and attends suspension appeal meetings at schools.

Additionally, Holman presents at safety meetings that are held quarterly and attended by drivers and monitors. No other clerical employees attend these meetings. Holman testified that in addition to the above responsibilities, she also takes mail to the post office and answers general phone calls between 4 pm and 5 pm daily. Over the summer of 2026 and 2025, Holman prepared filings for the next school year and assisted the Router by reviewing the “deletes” file to confirm whether students were still enrolled within the district. Holman also assists the Router by identifying street names on the routes. Holman testified that she is the first non-bus driver employee that is asked to fill in as a bus driver, but that when she is asked to drive a bus, she drives only the evening route. Holman is not eligible to bid on summer school driving assignments. Holman does not assist with billing or payroll and does not generally interact with the other office clerical employees unless a specific need arises, such as answering transferred calls from the Office Administrator or receiving a route from the Router for Holman to drive. In addition to the same Cornerstone trainings mentioned above, Holman received job specific training from the current Trip Coordinator and by reading a work manual.

III. LEGAL ANALYSIS

a. Board Law

Where an incumbent union seeks to add a group of previously unrepresented employees to its existing bargaining unit, and no other labor organization is involved, the Board may conduct a self-determination election for those employees. *Warner-Lambert Co.*, 298 NLRB 993, 995 (1990); *Armour & Co.*, 40 NLRB 1333 (1942); *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937). In such instances of petitioned-for “subdivisions” of employee

^{8/} The record does not specify whether this is one hour with one driver or one hour with several drivers.

classifications, the Board looks only to whether the employees in the proposed voting group share a community of interest sufficient for collective bargaining with the currently represented employees and constitute an identifiable, distinct segment. *American Steel Construction, Inc.*, 372 NLRB No. 23 (2022).

It is well established that the Petitioner is not required to seek a bargaining unit that is the only appropriate unit or even the most appropriate unit. The Act merely requires that the unit sought by the Petitioner be an appropriate unit. *Wheeling Island Gaming*, 355 NLRB 637, 627 fn. 2 (2010), citing *Overnite Transportation Co.*, 322 NLRB 723 (1996); *P.J. Dick Contracting, Inc.*, 290 NLRB 150 (1988). “[I]n every unit determination case, the Board’s inquiry will ‘consider only whether the requested unit is an appropriate one even though it may not be the optimum or most appropriate unit for collective bargaining.’” *American Steel Construction, Inc.*, 372 NLRB No. 23, slip op. at 3 (2022), quoting *Black and Decker Mfg. Co.*, 147 NLRB 825, 828 (1964). “The Board’s inquiry necessarily begins with the petitioned-for unit. If that unit is appropriate, then the inquiry into the appropriate unit ends.” *The Boeing Company*, 368 NLRB No. 67, slip op. at 3 (2019).

In determining whether the petitioned-for voting group shares a community of interest with the existing bargaining unit, the Board considers a number of factors, none of which is singularly dispositive, including: functional integration, contact and interchange among employees; job functions; organization of the plant; similarity in wages, hours, and general working conditions; skills, duties, and training; common management and supervision; and bargaining history. See *NLRB v. Action Auto.*, 469 U.S. 490, 494 (1985); *United Operations*, 338 NLRB 123 (2002); *Overnite Transportation*, 322 NLRB 723, 724 (1996).

“Identifiable” is met where the unit employees can “logically and reasonably be segregated from other employees for the purposes of collective bargaining.” *American Steel Construction*, 372 NLRB No. 23, slip op. at p. 3, fn. 20, citing *Champion Machine & Forging Co.*, 51 NLRB 705, 707-708 (1943). “Put differently, there must be a ‘substantial, rational basis’ for the unit’s contours.” *American Steel Construction*, 372 NLRB No. 23 slip op. at 3-4, quoting *Johnson Controls, Inc.*, 322 NLRB 669, 672 (1996). “Sufficiently distinct” recognizes that even if the petitioned-for unit exhibits a mutuality of interest and has some coherent organizing principle, it may nonetheless be inappropriate because it excludes employees who cannot rationally be separated from the petitioned-for employee on community of interest grounds. *American Steel Construction*, 372 NLRB No. 23, slip op. at p. 3, fn. 20, citing *Brand Precision Services*, 313 NLRB 657 (1994). A unit may be considered a “fractured unit” where there is “no rational basis” for excluding a particular classification while including all the other classifications in the unit. *Odwalla, Inc.*, 357 NLRB 1608 (2011).

b. Position of the Parties

1) The Petitioner’s Position

The Petitioner asserts that the Student Discipline Coordinator shares a sufficient community of interest with the existing bargaining unit of drivers and monitors. The Petitioner relies on the interactions between the Student Discipline Coordinator and the drivers concerning

student discipline, as well as the Student Discipline Coordinator's attendance at safety meetings and operation of a school bus. Furthermore, the Petitioner argues that the Student Discipline coordinator is functionally integrated with the Employer's transportation operation.

Additionally, the Petitioner asserts that the Student Discipline Coordinator position is akin to that of a plant clerical employee, performing clerical duties in close association with the production process. Citing *Syracuse University*, 325 NLRB No. 15 (1997), the Petitioner would include the Student Discipline Coordinator in the existing bargaining unit because she spends significant time engaging in duties closely associated with the drivers and monitors. Furthermore, the Petitioner seeks to distinguish the Student Discipline Coordinator position from the other clerical employees because the Student Discipline Coordinator does not perform typical clerical duties such as billing, payroll, and phone duties.

2) The Employer's Position

The Employer maintains that the petitioned-for unit is not appropriate because the Student Discipline Coordinator does not share a community of interest with the existing bargaining unit of drivers and monitors. The Employer argues that the Student Discipline Coordinator is not functionally integrated with the bargaining unit employees, and points to record facts establishing that the Student Discipline Coordinator receives different pay, benefits, and job training compared to the drivers and monitors.

The Employer further maintains that the petitioned-for unit is not readily identifiable or sufficiently distinct from other clerical employees for purposes of representation. The Employer asserts that there is no logical explanation for the Petitioner's attempt to segregate a single clerical position from the others. Under *Odwalla, Inc*, 357 NLRB 1608 (2011), the Employer argues that a unit including only the Student Discipline Coordinator but not the other clerical employees would create a "fractured unit" because there is "no rational basis" for excluding the other clerical employees while including the Student Discipline Coordinator.

Finally, the Employer argues against inclusion of the Student Discipline Coordinator because the petitioned-for unit fails to include all clerical employees and thus is inappropriate. The Employer asserts the Board's general policy that a segment of an employer's office clerical employees is not an appropriate unit. *Aurora Fast Freight*, 324 NLRB 20, 21 (1997), citing *Bank of America*, 174 NLRB 101 (1969).

c. Determination

i. Community of Interest

Upon consideration of the parties' positions, evidence presented, arguments made on the record, and the applicable law, I find that the Student Discipline Coordinator position does not share a sufficient community of interest with the existing bargaining unit to warrant the inclusion of that position in the bargaining unit of drivers and monitors represented by the Petitioner. I will address each community of interest factor in turn.

Job Functions, Skills, Duties, Terms and Conditions, and Training

One factor in the community-of-interest test examines whether disputed employees can be distinguished from one another based on duties or skills. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one unit. Evidence that disputed employees must meet similar requirements to obtain employment, that they have similar job descriptions or licensure requirements, that they participate in the same employer training programs, or that they use similar equipment, supports a finding of similarity of skills. *Casino Aztar*, 349 NLRB 603 (2007); *J.C. Penny Co., Inc.*, 328 NLRB 766 (1999); *Brand Precision Serv.*, 313 NLRB 657 (1994).

Moreover, a separate factor examines whether the disputed employees can be distinguished from one another based on job functions. If they cannot be distinguished, this factor weighs in favor of including the disputed employees in one unit. Evidence that employees perform the same basic function or have the same duties, that there is a high degree of overlap in job functions or of performing one another's work, or that disputed employees work together as a crew, supports a finding of similarity of functions. *Casino Aztar*, 349 NLRB 603.

The job functions of the Student Discipline Coordinator are easily distinguished from those of the drivers and monitors. Although the Student Discipline Coordinator does drive a bus when necessary, driving is not the Student Discipline Coordinator's primary or even secondary job function. Driving a school bus is not included in the Student Discipline Coordinator job description. The Student Discipline Coordinator is not expected to drive multiple routes a day, does not bid on routes, and is not regularly included on a bus driving schedule. Unlike a driver or monitor, the Student Discipline Coordinator can fill in for other clerical employees as needed. The Student Discipline Coordinator performs her main job functions within the office whereas the bus drivers and monitors perform their main job functions on school buses, driving students to and from school and to school-related activities. There is contact between the Student Discipline Coordinator and drivers and monitors when they visit the Student Discipline Coordinator's office for referrals and/or disciplinary advice, but this contact is de minimis and does not amount to the employees working together as a crew.

Additionally, the Student Discipline Coordinator and existing bargaining unit employees must complete different training appropriate to their respective job functions. Although the Student Discipline Coordinator drives a bus as needed, the record does not establish that the Student Discipline Coordinator completes the same classroom and hands-on learning required of drivers. The current Student Discipline Coordinator maintains a CDL license, but such licensure is not a requirement for the position. While the Student Discipline Coordinator attends the monthly safety meetings also attended by bus drivers and monitors, the record establishes that she attends in the capacity of an instructor for the drivers and monitors. The record further establishes that the Student Discipline Coordinator and the existing bargaining unit have different terms and conditions of employment, and benefits, with clerical employees receiving more robust benefits than the drivers and monitors. The Student Discipline Coordinator uses different equipment than the drivers and monitors in order to complete her primary job duties.

Thus, the above factors do not support a finding of sufficient community of interest between the Student Discipline Coordinator and the existing bargaining unit of drivers and monitors to warrant the inclusion of that position in the existing unit.

Supervision, Departmental Organization, and Organization of the Plant, and Bargaining History

The facility is organized into distinct work areas. The drivers and monitors perform their primary duties on school buses while the clerical employees perform their primary duties inside their offices at the Employer's facility. As addressed above, bus drivers and monitors do venture into the Employer's office space as needed to engage with the Student Discipline Coordinator, but the office is not the primary work site for drivers and monitors, and in fact, the record establishes that they are only permitted within the office on a limited basis. The clerical employees are organized for the purpose of collective bargaining in separate units at other facilities. While all employees share common supervision, this factor alone is insufficient to establish a sufficient community of interest.

Functional Integration and Interchange

Functional integration refers to when employees' work constitutes integral elements of an employer's production process or business. For example, functional integration exists when all of the employees in the sought-after unit work on different phases of the same product or a single service as a group. *Arvey Corp.*, 170 NLRB 35 (1968); *Transerv Sys.*, 311 NLRB 766 (1993). Another example of functional integration is when an employer's workflow involves all employees in the sought-after unit. Evidence that employees work together on the same matters, have frequent contact with one another, and perform similar functions is relevant when examining whether functional integration exists. *Id.*

While the drivers and monitors refer students to the Student Discipline Coordinator and request advice regarding student disciplinary issues, the evidence shows that the level of contact between the Student Discipline Coordinator and bus drivers and monitors is limited in duration and scope, tangential to the drivers' main job function of providing student transportation services, and dissimilar to a traditional example of functional integration that is required on a production line. Although resolving disciplinary concerns is an important function within the ecosystem of school transportation services, it is not inherently integral to the "final product" of transporting a student to and from school. As acknowledged above, the Student Discipline Coordinator performs distinct work from the existing bargaining unit, and while the Student Discipline Coordinator can drive a bus when needed, a bus driver cannot perform the Student Discipline Coordinator's work. Therefore, I decline to find that there is such a degree of interchange that would support the conclusion of the employees sharing a sufficient community-of-interest.

ii. Additional arguments offered by Petitioner and Employer

In finding that there is not a sufficient community-of-interest between the petitioned-for Student Discipline Coordinator and the existing bargaining unit, no further analysis is required.

However, for the sake of completeness, I will address the additional arguments raised by the Petitioner and the Employer, in turn.

The Employer argues that the unit is fractured, and that an appropriate unit must separately include all office clerical employees.

A petitioner cannot fracture a unit by seeking representation in an arbitrary unit of what would be an appropriate unit, i.e. excluding a specific classification without a rational basis. See generally *Specialty Healthcare & Rehabilitation Center of Mobile*, 357 NLRB No. 83 (2011); *Odwalla, Inc.*, 357 NLRB 1608, 1612 (2011); *Pratt & Whitney*, 327 NLRB 1213, 1217 (1999); *Seaboard Marine*, 327 NLRB 556, 556 (1999). I find that there is no rational basis for the petitioned-for unit, which seeks to include the Student Discipline Coordinator but no other clerical employees. Relying on the community-of-interest factors discussed above, the record establishes that the petitioned-for unit does not track any lines drawn by the Employer, such as classification, department, or function. *Odwalla, Inc.*, 457 NLRB at 1612. It is true that out of all the clerical employees, the Student Discipline Coordinator has the most interaction with the drivers and monitors, but it is also true that the Student Discipline Coordinator, who performs clerical tasks within an office setting, has much more in common with the other clerical employees, including function, interchange, benefits, and terms and conditions of employment than she does with drivers or monitors. I do not, however, find persuasive the Employer's argument that the instant case falls under the Board's general policy that a segment of an employer's clerical employees is not an appropriate unit. *Aurora Fast Freight, Inc.*, 324 NLRB 20, 21 (1997). While I would find that the clerical employees share a community-of-interest with one another based on common benefits and job functions, the record does not establish that those job functions are interdependent, nor are their job responsibilities identical. *Id.*

The Petitioner argues that the Student Discipline Coordinator is akin to a plant clerical.

The Board has generally excluded office clericals from a production and maintenance unit. *Hygeia Coca-Cola Bottling Co.*, 192 NLRB 1127, 1129 (1971); *Westinghouse Electric Corp.*, 118 NLRB 1043 (1957). Plant clerical employees, however, are customarily included in a production and maintenance bargaining unit because they generally share a community-of-interest with the employees in the unit. *Raytee Co.*, 228 NLRB 646 (1977); *Armour and Co.*, 119 NLRB 623 (1957). In *Syracuse University*, the Board affirmed the Regional Director's decision to include certain clerical employees in a bargaining unit with field employees because the clerical employees were more akin to plant clericals than office clericals based on a community-of-interest examination. 325 NLRB 162 (1997). The clerical employees in question spent a significant amount of time engaging in duties closely associated with the field employees so as to be "intimately connected" with the work performed by the field employees. *Id.*; *Brown & Root Inc.*, 314 NLRB 19 (1994). The Regional Director found that testimony established that the clerical employees spent approximately 25 percent of their time in the office engaging in work communications with the field employees. *Syracuse University, supra*. The Regional Director further relied, in part, on record evidence showing regular interchange of work duties among and between clerical and field employees. *Id.*

I decline to find that the Discipline Coordinator is akin to a plant clerical. As an initial matter, my decision that the Discipline Coordinator does not share a community of interest with the existing bargaining unit precludes me from finding that the Discipline Coordinator is a plant clerical “intimately connected” with the work performed by the drivers and monitors. While the Discipline Coordinator does occasionally fill in as a bus driver, there is no evidence that the Discipline Coordinator works with other drivers in performing this task. Furthermore, the record is clear that drivers and monitors cannot perform the Discipline Coordinator’s work. While the Discipline Coordinator is in regular contact with drivers and monitors during the school year, this contact is limited to roughly one hour per day, and the Student Discipline Coordinator’s primary function is not intimately connected to the primary function of student transportation. Rather, the Student Discipline Coordinator receives referrals from drivers and monitors and then escalates the referrals with the school district and its teachers.

IV. CONCLUSION AND FINDINGS

Based upon the foregoing and the entire record in this matter, I conclude and find as follows:

- A. The hearing officer's rulings made at the hearing are free from prejudicial error and are affirmed.
- B. The parties stipulated, and I find, that the Employer is engaged in commerce within the meaning of the Act.
- C. The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.
- D. The parties stipulated, and I find, that there is no collective bargaining history between the parties with regard to the employees in the appropriate unit described below, and there is no contract bar or other bar to an election in this matter.
- E. The petitioned-for unit does not share a community of interest with the existing bargaining unit.
- F. The petitioned-for unit is not appropriate.

V. ORDER

Accordingly, having duly considered the matter,

IT IS HEREBY ORDERED that the petition be, and it hereby is, dismissed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board’s Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until **10** business

days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Dated in Cincinnati, Ohio on this 28th day of August 2026,

/s/ **Tamilyn A. Moore**

Tamilyn A. Moore, Acting Regional Director
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