UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12

WALT DISNEY PARKS AND RESORTS U.S.
d/b/a WALT DISNEY WORLD

Employer

and Case 12-UC-203052

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 385

Petitioner

REGIONAL DIRECTOR'S DECISION AND ORDER CLARIFYING BARGAINING UNITS

On July 25, 2017, International Brotherhood of Teamsters, Local 385 (the Petitioner) filed the unit clarification petition in this case with the National Labor Relations Board under Section 9(b) of the National Labor Relations Act (the Act), seeking to include approximately 60 unrepresented Ride Service Associates (RSAs) in the existing bargaining units of full-time and part-time employees employed by Walt Disney Parks and Resorts U.S. d/b/a Walt Disney World, Co. (the Employer) who are represented by the Service Trades Council Union (the Council).[1] The Council is comprised of six labor organizations, including the Petitioner. A hearing was held in this matter on November 16, 2017.[2]

The Employer and the Council are parties to two collective-bargaining agreements, one covering all regular full-time employees and the other covering all regular part-time employees,

[1] The parties stipulated, and I find, that the Employer, a Florida corporation, is engaged in providing family entertainment, lodging and retail services; that during the past 12 months, the Employer derived gross revenues in excess of $500,000 and purchased good valued in excess of $50,000 which were shipped to its Florida facilities directly from points outside the State of Florida; and that the Employer is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and is subject to the jurisdiction of the Board. The parties further stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.
[2] The Petitioner and the Employer filed briefs, which I have carefully considered.

who are employed by the Employer in the classifications of work listed in Addendum A of said agreements at Walt Disney World Resort in Bay Lake, Florida, excluding all other employees, Security and Supervisors as defined in the Labor Management Relations Act of 1947, as amended. Article 4, Section 1 of the parties' contracts defines the "areas included in the agreement" as the Walt Disney World Resort comprising the Magic Kingdom Theme Park; Disney's Polynesian Resort; Disney's Contemporary Resort; Disney's Grand Floridian Resort and Spa; Disney's Caribbean Beach Resort; Disney's Beach Club Resort; Disney's Port Orleans Resort; Disney's Old Key West Resort; Disney's Saratoga Springs Resort; Disney's Pop Century Resort; Disney's Art of Animation Resort; Disney's Yacht Club Resort; Downtown Disney and Leased Retail Operations; Typhoon Lagoon; Disney's Wilderness Lodge; Disney's All-Star Resorts; Disney's Boardwalk Resort; ESPN Wide World of Sports; Disney's Coronado Springs Resort; Disney's Animal Kingdom; Disney's Animal Kingdom Lodge; Disney's Blizzard Beach; Disney's Hollywood Studios; Textile Services; the Main Entrance Complex; Fort Wilderness; Tri-Circle D Ranch; Mickey's Retreat recreation facilities; Bay Lake and Seven Seas Lagoon; EPCOT; Disney Event Group (DEG), Warehouses: Lee Vista and Orange; Maingate Office Complex; and roadways, employee entrances, parking lots, guest/employee transportation facilities, vehicles and boats which directly service the above-referenced theme parks and resort properties. The same job classifications are listed in Addendum A for each of the collective-bargaining agreements. Each of the aforementioned collective-bargaining agreements was entered into on March 30, 2014, and is effective by its terms from March 30, 2014, through September 21, 2019.

The Petitioner asserts that the RSAs, who operate "Minnie Vans," should be included to the respective existing bargaining units represented by the Council. The Petitioner's main

argument is that RSAs perform the same functions which have historically been performed by bargaining unit employees, that is, "transportation of guests using vehicles which directly service the [Employer's] parks and resorts."

The Employer contends that the petition should be dismissed because the Petitioner effectively disclaimed any interest in representing the RSAs by waiving its right to represent, now or in the future, employees other than those listed in Addendum A. In the alternative, the Employer argues that the RSAs do not share a community of interest with unit employees and therefore, cannot be validly accreted to the existing bargaining units.

Based on the record as a whole and applicable Board law, I conclude that the unit should be clarified to include the RSA classification in the existing units represented by the Council.

I. FACTS

A. Bargaining history

The Employer is a Florida corporation engaged in providing entertainment, lodging and retail services. On April 25, 1972, the Employer entered into a recognition agreement with the Council. Since the Employer recognized the Council in 1972. The Employer recognized the Council as the exclusive-bargaining representative of the part-time employees in a separate recognition agreement since 2003. Since 1972, the parties have entered into a series of collective-bargaining agreements. As noted, the most recent regular full-time and regular part-time agreements were entered into on March 30, 2014, and are effective by their terms from March 30, 2014, through September 21, 2019.

The Employer currently employs approximately 77,000 employees. Approximately 38,000 of those employees are represented by the Council, including approximately 24,000 in the full time bargaining unit and approximately 14,000 employees in the part-time bargaining unit.

The bargaining units include 130 non-tipped job classifications and 34 tipped job classifications. Approximately 4,600 employees in the bargaining units are in classifications that are serviced or represented by the Petitioner, including characters, character attendants, bus drivers, textile, ranch and parking employees.

All six Council members participate in contract negotiations with the Employer. The Council members, including the Petitioner, each negotiate separate addenda with the Employer, covering the portion of the bargaining unit serviced by the particular Council member. The Petitioner and the Employer are parties to two addenda, Addendum B-2 and the Character Department Addendum. Addendum B-2 includes provisions regarding the Employer's bus drivers.

B. The contractual disclaimer of interest

The 1972 recognition agreement between the Employer and the Council included a disclaimer of interest that provided, in pertinent part, that the Council disclaimed interest in representing any employees other than those set forth in the list attached to the recognition agreement, "except by agreement between the Council and the Employer." The list in the parties' 1972 agreement included a total of 29 classifications that were represented by the Council. Thereafter, the parties subsequently included a similar disclaimer provision in their contracts, initially as an addendum, and later in the body of the contracts. Article 4, Section 2 of the current collective-bargaining agreements provides, in pertinent part:

> The Service Trades Council Union and its individual international and local Unions disclaim any interest now, or in the future, in seeking to represent any employees including the Animal Keeper classifications of the Company other than those in the classifications set forth in Addendum A, except as to the classification described in Case No. 12 RC 4531, affirmed 215 NLRB No. 89.[3]

[3] The classification at issue in Case 12-RC-4531, reported at *Walt Disney World Co.*, 215 NLRB 421, No. 89 (1974), was pageant hosts and hostesses.

Since the signing of the first collective-bargaining agreement between the parties, effective on November 1, 1975, the disclaimer of interest provision has not included the last phrase of the original language, which provided that the Council would not seek to represent employees other than those listed except by agreement with the Employer.

C. The parties' collective-bargaining agreement provide for the addition of newly created positions or modified classifications into the bargaining unit

Despite the fact that the disclaimer of interest language has been included in all contracts reached by the parties since 1972, throughout the years the number of classifications represented by the Council has grown from 29 in 1972 to approximately 130 at the present. It appears that newly created classifications were added to Addendum A by mutual agreement between the Council and the Employer based on the language contained in Article 12 of the parties' contracts, which provides, in relevant part:

> Section 1. Schedule of Wage Rates. The job classifications and rates of pay which shall prevail during the term of this Agreement are set forth and contained in Addendum A attached hereto and considered in all respects to be a part of this Agreement.
>
> Section 2. Rates of New Jobs. If the Company hereafter establishes any new or substantially changed job classifications or work operation, prior to the implementation of any new or substantially changed job classification or work operation, the Company will discuss such action with the Union. The new job classification and wage rate for such new job classification will be established by the Company. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the Step 2 of the Grievance Procedure...

For example, in approximately 1999, the Employer created a convention services guide classification. At that time, the Employer, following the language in Article 12 of the parties' contract, approached the Council to determine which affiliate would represent employees in that classification. The Employer and the Council agreed on compensation for employees in the convention services guide position and that position was added to the classifications listed in

Addendum A. Another example of a position the parties agreed to add to the bargaining unit was that of spa host/hostess.

D. The Newly Created Ride Service Associate Job Classification

In late 2016 or the beginning of 2017, the Employer entered into a collaboration with Lyft to use its application and launched a new Uber or Lyft style service for guests at its Florida theme parks. The service offers guests at certain Walt Disney World facilities the ability to order transportation from point-to-point within the Employer's resort and theme park locations utilizing the Lyft application for a $20 fare per trip. The RSAs pick-up and drop-off guests in the same load zones used by bargaining unit bus operators for that purpose at entertainment and shopping attractions and hotels on Walt Disney World property. The vehicles in which this service is provided are called Minnie Vans (as in Minnie Mouse). Guests at the Employer's resorts can arrange for private rides within the Employer's facilities through the Lyft application on their smartphones. The Employer also entered into collaboration agreements with Chevrolet and Ford, who provide minivans and sport utility vehicles that the Employer uses as the Minnie Vans.

The Employer created the RSA job classification of employees who drive the Minnie Vans. The Employer first posted job vacancies for the RSA position on or about March 15, 2017. The job posting was only open to the Employer's employees. [4] In a July 15, 2017, announcement, the Employer noted that Walt Disney World Resort is roughly the size of the City of San Francisco, and that it was adding vehicles "themed to Minnie Mouse" to take guests from point to point around Walt Disney World by land.

[4] The Employer did not notify the Council or the Petitioner about the creation of the Minnie Van service and/or the RSA job classification. The Petitioner learned about the RSA classification from unit employees who saw the job posting on the Employer's intranet. In about mid-March 2017, after obtaining information about the RSA position from unit employees, the Petitioner's business representative asked the Employer to include the RSAs in the unit. The Employer denied the Petitioner's request.

At the time of the hearing, the Employer employed approximately 74 RSAs, a majority of whom are full-time employees, and some who are part-time employees. The Employer's Director of Labor Relations testified that all of the RSAs were hired from within the Employer's existing workforce. She further estimated that approximately half of the RSAs were previously bargaining unit employees represented by the Council, including three who had been bus drivers; and the remainder were previously unrepresented employees of the Employer. The Minnie Van transportation service was implemented as a 6-month pilot program available in five of approximately 19 resorts operated by the Employer in the area of Lake Buena Vista, Florida. However, the Employer expects to expand this program to the point where there will be "hundreds" of RSAs. If successful, the service is expected to be available to all resorts and day guests.

E. RSAs' terms and conditions of employment

The Employer provides RSAs with two weeks of training, which includes training in "storytelling" and listening to guests, in order to effectively engage with guests during the ride. RSAs are also trained on the Employer's offerings at its various facilities, because RSAs are expected to advise guests of the different activities throughout the Walt Disney World property that may be of interest. Because the Employer has an agreement with the Minnie Van vehicle provider to showcase the vehicles, RSAs are also trained on the features and technology of the vehicles they drive so they can promote the vehicles.

RSAs receive wages between $13 and $21 per hour, and receive weekly schedules. The RSA position is a non-tipped position. Their uniform consists of black denims and a gray shirt. RSAs report to work at a trailer behind the Cirque du Soleil at Disney Springs and the service they provide is limited to transportation within the Walt Disney Resort.

While performing their function of transporting guests, RSAs are required to engage the guests/passengers in conversation about their vacation experience at the Employer's parks, hotels and shops. RSAs are also required to seek ways to resolve any concerns or problems that guests raise during the ride. This is referred to as "basic guest recovery." Basic guest recovery primarily entails the RSA contacting a guest manager to seek a resolution of the guest's concern or problem.

The RSAs are organized as a department within the Employer's Transportation Division, under the overall direction of Jason Kirk, Vice-President of Transportation. RSAs report to guest managers, who in turn report to Project Manager David Greenbaum. Project Manager Greenbaum reports to Manager of Transportation Andy Wilson.

F. Bargaining unit job classifications engaged in guest transportation

i. Bus Drivers

The Petitioner, as a member of the Council, represents bus drivers employed by the Employer at the Walt Disney World properties. Bus drivers provide transportation services to guests to and from the Employer's resorts and parks. Bus drivers learn multiple pre-established routes in order to respond to guests' needs. Bus drivers must know multiple routes because the Employer has cameras in load zones, and sends buses wherever the greatest needs exist, a practice the Employer refers to as "magic in motion." Bus drivers must have knowledge of the Employer's entire property so they are able to answer guests' questions. Additionally, they greet and screen guests for appropriate attire, food and beverage, and identification. The Employer's bus drivers also provide information to guests through a microphone, including "spiels" about the Employer's services at "spiel stops" and safety information. Bus drivers are required to have

a commercial driver's license (CDL), and bus drivers are also certified by the Employer to perform their jobs.

As noted, like RSAs, bus drivers have contact with guests and engage in "guest recovery" to some extent. They are generally required to greet guests, but it appears that they do not engage with individual guests to the extent that RSAs do, because they are transporting large numbers of guests. Bus drivers do not undergo the storytelling training provided to RSAs.[5] Like RSAs, bus drivers are non-tipped employees and are paid on an hourly basis, between $12.65 and $18.16 per hour. Various other terms and conditions of employment of bus drivers, such as incident/accident policy, drivers license violations policy, rest periods, scheduling and night shift differential, are set forth in Addendum B-2 to the full-time collective-bargaining agreement. The bus driver classification is in the Employer's transportation division, as are the RSAs, but in a separate department within that division. The head of the department is Trevor Ocock, Director of Transportation. Bus drivers report to a particular scheduled hub on the Employer's property, and wear a distinctive gray uniform.

ii. Parking Host/Hostess

The bargaining unit represented by the Petitioner also includes employees in the classification of parking host/hostess who variously operate trams and direct guest traffic at parking lots. The tram is a multiple unit open–air vehicle that transports park guests to and from parking lots and the park entrances. Parking hosts/hostesses are not required to have a CDL. These employees are required to greet and interact with guests and drive safely. Each tram vehicle has a parking host/hostess who drives the tram and another parking host/hostess stationed in back of the tram who spiels to the guests as they are transported on the tram. Employees in

[5] The Petitioner's business representative testified that bus drivers have reported to him that they are required to impart information to guests other than standard "spiels" and are expected to entertain guests. He further testified that bus drivers are required to pass out "trinkets" such as Disney stickers to guests.

the parking host/hostess position are non-tipped employees and earn from $10.00 to $14.50 hourly. The parking host/hostesses in these positions work under the Transportation Department, but do not interchange duties with the bus drivers. These employees wear a yellow shirt with stripes, yellow pants, and an orange vest when working in the parking lot.

G. Non-bargaining unit classifications that provide certain transportation services

The Employer has unrepresented employees other than RSAs, who provide some type of transportation to guests. These classifications are the VIP Tour Guide, the Golden Oak Transportation Services Associate, and the Disney Vacation Club Service Associate.

The VIP Tour Guide conducts personal, non-scripted tours for up to ten guests through the Magic Kingdom Park, Epcot, Disney's Hollywood Studios, the Animal Kingdom Theme Park, and other Walt Disney World Resort areas. These tours include private guide transportation around the property and take guests to special attractions, shows and parades using vehicles from the Employer's company fleet. The VIP Tour Guide position has existed since about the 1990's, and the service costs $315 per hour for a minimum of six hours. That means the minimum cost of this service is $1,890. There are currently around 80 to 90 employees working in this position.

The Golden Oak Transportation Services Associates provide transportation services exclusively to residents of the Golden Oak residential community at the Walt Disney World Resort, between the residents' homes and various locations on the Walt Disney World Resort property, and to selected locations outside the Employer's property throughout central Florida, at no cost to the resident members. The Employer currently employs eight individuals in this position, and hires additional temporary employees in this position during peak seasons. These employees drive 14-pasenger Mercedes vans. The Golden Oak Transportation Service

Associates receive training in guest interaction, storytelling, and knowledge about the property and its offerings. This position was created within the last 3 to 5 years.

The Disney Vacation Club Services Associates are responsible for transporting guests to and from the Disney Vacation Club Preview Centers to all resorts on Walt Disney World property, including occasionally transporting guests and luggage to the airport. The Employer currently employs about 55 regular employees in this position. These employees, in addition to transporting guests, are required to perform a pre-sale presentation warm up during transports so they need to have knowledge regarding the Disney Vacation Club membership and real estate. They receive training on those subjects, in addition to storytelling training. The Employer has employed Disney Vacation Club Services Associates since at least 1991.

II. ANALYSIS

A. The Petitioner did not Disclaim Interest in Representing Employees in New Job Classifications

The Board has long recognized that parties to collective-bargaining agreements may waive certain of their rights, including some fundamental statutory rights. However, the Board will enforce such waivers only when they are clear, knowing, and unmistakable, whether predicated on a contractual provision or by conduct. See *Northern Pacific Sealcoating,* 309 NLRB 759 (1992). For example, in *Briggs Indiana,* 63 NLRB 1270 (1945), the Board held that a union that agreed to a contractual provision reciting that it "will not accept for membership direct representatives of the management, such as . . . plant production employees," waived its right to petition the Board to represent those classifications during the term of the collective-bargaining agreement. *Id* at 1273.

Subsequently the Board explained in *Cessna Aircraft Co.,* 123 NLRB 855 (1959), that because a promise by a union not to seek representation of a particular group of employees

during the term of an existing collective-bargaining agreement "is, in a sense, a limitation upon the rights of employees to select representatives of the their own choosing," the Board will enforce such a promise only "where the contract itself contains an *express* promise on the part of the union to refrain from seeking representation of the employees in question or to refrain from accepting them into membership." Id at 856-857 (emphasis in original).

In *Lexington Health Care Group, LLC*, 328 NLRB 894 (1999), however, the Board clarified *Cessna Aircraft Co.*, and found that while an agreement to refrain from organizing certain employees must be express, it does not necessarily have to be included in a collective-bargaining agreement. *Id* at 896. In that case, the union agreed not to undertake organizing activities of unorganized employees or in unorganized facilities, for a period of 12 months. *Id.* 897. The unrepresented employees already existed at the time the parties entered into said agreement. *Id* at 894.

More recently, in *Springfield Terrace LTD*, 355 NLRB 937 (2010), the Board, also relying on *Briggs Indiana*, did not find that the language in the parties' contract satisfied the "clear, knowing, and unmistakable" standard necessary for finding an express waiver of the union's right to represent licensed practical nurses (LPNs). The Board found that although the definition of the existing unit in the parties' contract specifically excluded LPNs, Section 3 (a) of that same article, stated, in part, that the Union may request recognition as the exclusive collective bargaining representative for any remaining unrepresented, non-supervisory employees were not excluded from the contractual unit. Thus, the Board concluded that the union had not expressly waived its representational rights. 355 NLRB at 937-938.

Applying the above-mentioned principles, I find that the parties' contractual language does not satisfy the strict "clear, knowing, and unmistakable" standard for finding that the

Petitioner waived its right to represent employees in positions, such as the RSAs, that are created after the parties entered into their collective-bargaining agreements. It is undisputed that at the time the Council and the Employer entered into the current full-time and part-time collective-bargaining agreements, the RSA position had not been created. Although the Union disclaimed interest in representing employees in job classifications that existed when the most recent collective-bargaining agreements were executed, Article 4, Section 2 is silent with respect to job classifications that were not yet in existence. Moreover, Article 4, Section 2, must be read in the context of the entire collective-bargaining agreements, including Article 12, Section 2, which specifies that the wage rates for new or substantially changed job classifications are to be discussed by the Employer with the Union and the wage rates for new or substantially changed jobs are subject to the contractual grievance procedure.

These contract provisions should be read in harmony with each other, rather than viewed in isolation. I find that by entering into the collective-bargaining agreements the Council and its constituent unions, including the Petitioner, did not waive its right to represent employees in the Ride Service Associate classification or other job classifications that had not yet been created as of March 30, 2014, when the most recent collective-bargaining agreements were entered into by the parties. To conclude otherwise would render meaningless Article 12, Section 2 of the agreements, which provides for the setting of wage rates for new job classifications, and can only be interpreted to mean that the parties contemplated that new job classifications may be added to the full-time and part-time units. In this regard, it is a general principle of contract interpretation that an interpretation which gives a reasonable, lawful and effective meaning to all the terms is preferred to an interpretation which leaves a part unreasonable, unlawful or of no effect. Restatement (Second) of Contracts §203(a) (Am. Law Inst. 1981).

The parties' collective-bargaining history further supports the conclusion that the disclaimer language in Article 4, Section 2 does not constitute a waiver of the Council's right to represent employees in newly created job classifications, because the number of classifications represented by the Union has increased from 29 at the beginning of the parties' relationship to 130, despite the longstanding inclusion of the disclaimer language in the parties' collective-bargaining agreements.

Having found that the Petitioner did not waive its right to seek to clarify the existing bargaining unit to include Ride Service Associates, I now turn to the question of whether the existing bargaining unit should be clarified to include the Ride Service Associates.

B. The Unit is Clarified to Include Ride Service Associates

The Board has established that the mechanism of unit clarification is appropriate to resolve ambiguities concerning the unit placement of individuals who have come within a new classification or are in an existing classification that has undergone recent, substantial changes in the duties and responsibilities of employees so as to create real doubt as to whether individuals in that classification remain included or excluded as they had in the past. *Union Electric Co.*, 217 NLRB 666, 667 (1975). Additionally, if it has been established that a new classification is performing the same basic functions historically performed by a bargaining unit classification, the new classification may be properly clarified as belonging in the existing unit rather than being added to the unit by accretion. *Developmental Disabilities Institute, Inc.*, 334 NLRB 1166,1168 (2001), citing *Premcor, Inc.*, 333 NLRB 1365 (2001). The Board has found that even where there are some differences between the old and new jobs due to technological advances, the new position is part of the unit where the functions performed are essentially the same.

Premcor, Inc., 333 NLRB 1365 (2001). See also *Gourmet Award Foods, Northeast,* 336 NLRB 872 (2001).

In this case, the parties define the bargaining unit by the work performed in a specific well defined area, "the Walt Disney World Resort, and roadways, employee entrances, parking lots, guest/employee transportation facilities, vehicles and boats which directly service the above-referenced theme parks and resort properties." The bargaining units are comprised of approximately 24,000 full-time employees and approximately 14,000 part-time employees, respectively, in an array of classifications dispersed in more than 30 locations that comprise the Walt Disney World Resort. All of these employees work within the areas specified in the agreement and provide guest services.

The basic transportation service the RSAs provide is functionally the same as has historically been provided by the bargaining unit bus drivers, i.e. the transportation of guests between lodging and attraction locations within the confines of Walt Disney World Resort. Accordingly, I find that Ride Service Associates belong to the existing bargaining unit and that an accretion analysis is not applicable in this case. The Employer has placed RSAs in its transportation division, the same organizational grouping in which it places bargaining unit bus drivers and parking hosts/hostesses. Technological development has enabled the Employer to start the RSA service, which allows guests to personally and individually call for ride service using a mobile phone application, instead of waiting at a bus stop for the service to arrive. The driving function performed by RSAs is similar to that performed by bus drivers, even though the vehicles are different and the route is more direct for the individual guest. RSAs are similar to the bus drivers and tram employees in that employees in all of these jobs transport guests within the limits of the Employer's property. The degree of personal interaction with guests may be

greater as between RSAs and their passengers than it is between bus drivers or tram operators and their passengers because the RSAs only transport individuals or small groups, as compared with the greater number of passengers transported by bus drivers and tram operators. However, all of these employees are required to impart information about the Employer's attractions to guests and keep guests entertained, and are responsible for taking steps to resolve guest complaints. Although RSAs provide direct service, whereas bus drivers follow pre-established routes, the bus drivers are responsible for numerous routes and are required to change from route to route based on immediate service demands.

These guest transportation services are distinguishable from the specialized transportation services provided by the Golden Oak Transportation Services Associates, Disney Vacation Club Services Associates, and VIP Tour Guides, who are not part of the Employer's transportation division. Thus, the Golden Oak Transportation Service Associates provide transportation services only to Golden Oaks members or residents, and travel off the Employer's property; Disney Vacation Club Service Associate is not responsible for providing general transportation service to guests, as they only offer transportation to facilitate the attendance of guests to sales presentations; and the primary function of VIP Tour Guides is to provide a personal paid tour, rather than simply to transport guests.

In summary, taking into consideration the record as a whole and applicable legal framework, I find that the unit should be clarified to include Ride Service Associates because the employees in that newly created classification perform the same basic function of guest transportation within Walt Disney World that historically has been performed by unit employees in the classification of bus driver. *Developmental Disabilities Institute, Inc.*, 334 NLRB

1166,1168 (2001), citing *Premcor, Inc.*, 333 NLRB 1365 (2001); cf. *Pepsi Beverages Co.*, 362 NLRB No. 25 (2015); *AT Wall Co.*, 361 NLRB No. 62 (2014).

IV. FINDINGS AND CONCLUSIONS

Upon a petition filed under Section 9(b) of the Act, as amended, a hearing was held before a hearing officer of the Board. Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned Regional Director. Upon the entire record in this proceeding, including stipulations by the parties, I find that:

1. The hearing officer's ruling made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.

3. The Council is a labor organization within the meaning of Section 2(5) of the Act.

4. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

5. The Council is the exclusive collective-bargaining representative of the employees included in Addendum A of the parties' regular full-time collective-bargaining agreement that is effective by its terms from March 30, 2014, until September 21, 2019.

6. The Council is the exclusive collective-bargaining representative of the employees included in Addendum A of the parties' regular part-time collective-bargaining agreement that is effective by its terms from March 30, 2014, until September 21, 2019.

7. The Petitioner proposes to clarify the aforementioned bargaining units to include ride service associates.

8. The bargaining units represented by the Council shall be clarified as indicated below.

V. ORDER

Based on the above, IT IS HEREBY ORDERED that the petition for unit clarification is granted, and the existing bargaining units of regular full-time and regular part-time employees are clarified to include Ride Service Associates.

VI. RIGHT TO REQUEST REVIEW

You may obtain a review of this action by filing a request for review with the Executive Secretary of the National Labor Relations Board. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations and must be filed by **May 22, 2017.**

A request for review may be filed by E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlrb.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. 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: May 8, 2018.

David Cohen

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