

Marathon Oil Company and Teamsters "General" Local No. 200, affiliated with the International Brotherhood of Teamsters, Chauffeurs Warehousemen and Helpers of America, Petitioner. Case 30-UC-145

August 23, 1979

DECISION ON REVIEW AND ORDER

BY CHAIRMAN FANNING AND MEMBERS JENKINS
AND PENELLO

On March 1, 1979, the Regional Director for Region 30 issued a decision in the above-entitled proceeding, finding, as requested by the Union, that the utility man hired to work at the Granville terminal was an accretion to the existing bargaining unit of loaders at the Jones Island terminal. Thereafter, in accordance with Section 102.67 of the National Labor Relations Board Rules and Regulations, Series 8, as amended, the Employer filed a request for review of the Regional Director's decision. The Petitioner filed a statement in opposition to the request for review.

By telegraphic order dated April 11, 1979, the National Labor Relations Board granted the request for review. Thereafter, the Petitioner filed a brief on review.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the entire record in this case with respect to the issue under review and makes the following findings:

The Employer has operated a terminal for the sale of petroleum products at Jones Island, Milwaukee, Wisconsin, for the past 14 years. The Jones Island terminal is manned by a supervisor and three loaders. In November 1978 the Employer opened a new automated terminal in the Milwaukee area, approximately 23 miles from Jones Island, known as the Granville terminal. Granville is manned by a supervisor and one utility man who was newly hired for that terminal.

The loaders assigned to the Jones Island Terminal work in three overlapping shifts during the hours the

terminal is open for business, 4 a.m. to 10 p.m., to assist in the manual loading of customers' fuel oil trucks. The Granville terminal is open for business 24 hours per day 7 days a week, but the utility man there works only from 8 a.m. to 5 p.m. since the terminal is fully automated and customers-drivers can load their trucks unassisted. The record reflects that the utility man spends 60 percent of his time performing clerical duties, while the loaders at Jones Island are primarily engaged in directing or assisting in the process of manually loading oil trucks.

There has been no interchange or transfer of employees between the Jones Island and Granville terminals.¹

Immediate supervision of terminal employees is provided by the individual terminal managers, who have authority to make assignments and to effectively recommend hiring, discipline, and promotion. Responsibility for day-to-day management of the terminals is not centralized with the Employer's area manager, who is responsible for 14 terminals in 4 States and normally visits each one only 4 to 6 times a year.

There is no evidence to indicate that the operations of Jones Island and Granville will be integrated. Gasoline sales were transferred to Granville when that terminal opened, but at the same time Jones Island acquired No. 1 fuel oil sales which had previously been contracted out, so no work was taken away from the Jones Island employees.

Upon the basis of the foregoing and the record as a whole, especially the lack of employee interchange and functional integration, the autonomy of the terminal managers, the diverse duties of the employees, and the geographic separation of the terminals, we find that the Granville terminal utility man cannot be accreted to the certified bargaining unit.

Accordingly, we shall dismiss the petition.

ORDER

It is hereby ordered that the petition be, and it hereby is, dismissed.

¹The record does not support the Regional Director's finding that there has been supervisory interchange between the terminals. In any event, supervisory interchange is not an operative factor in resolving accretion questions. See, e.g., *Bryan Infants Wear Company*, 235 NLRB 1305 (1978).