

Airkaman, Incorporated and Local 671, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Petitioner. Case 1-RC-14656

July 14, 1977

DECISION AND DIRECTION OF ELECTION

BY CHAIRMAN FANNING AND MEMBERS PENELLO AND WALTHER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, herein called the Act, a hearing was held on September 1, 2, and 3, 1976, before Hearing Officer Benjamin Smith. On October 22, 1976, the Regional Director issued an order transferring the case to the National Labor Relations Board, herein called the NLRB or the Board, for the purpose of obtaining from the National Mediation Board, herein called the NMB, a determination as to whether the Employer is a carrier which is subject to the latter's jurisdiction under the Railway Labor Act. Thereafter, the Petitioner and the Employer filed with the NLRB briefs and stipulations as to the nature of the Employer's business.

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 reviewed the Hearing Officer's rulings made at the hearing and finds that they are free from prejudicial error. They are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The Employer, a Connecticut corporation, is located at Bradley International Airport, Windsor Locks, Connecticut, where it is engaged in the sale of aircraft, fuel, and aircraft parts; the maintenance, parking, and storage of aircraft; and the operation of a flight school and an air taxi and charter service. The Employer's gross revenue from maintenance and fuel services exceeds \$500,000 per annum.¹

Because of the nature of the Employer's business, we have requested the NMB to examine the record in this case and determine the applicability of the Railway Labor Act to the Employer. We have been

¹ In addition, two affiliated corporations, which are not involved herein, operate at Jacksonville, Florida, and Omaha, Nebraska.

² Also referred to as ramp service employees.

³ Refuelers also defuel aircraft; aircraft mechanics have occasion to perform this job as well when they do maintenance work.

Line service refuelers have such additional duties as furnishing oil for the aircraft and "de-icing" their windshield, as well as directing the pilots where to park, towing aircraft, arranging for their maintenance by the aircraft mechanics, and providing for catering services.

⁴ The Employer has a training program for the refuelers concerning the

administratively advised by the NMB that the Employer "is not a carrier within the meaning of Section 201 of the Railway Labor Act."

On the basis of the foregoing, we find that the Employer is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Accordingly, we shall assert jurisdiction herein.

2. The Petitioner is a labor organization within the meaning of the Act.

3. 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.

4. The Petitioner requests a unit of all full-time and regular part-time airline refuelers, line service refuelers, and dispatchers of the Employer at the Bradley International Airport. Alternatively, it is willing to participate in an election for any bargaining unit which the Board deems appropriate.

The Employer contends that the only appropriate unit is one which also includes the Employer's truck mechanics, aviation mechanics, building and ground maintenance employees, parts employees, pilots, and clerical employees. The Employer moves for dismissal of the petition on the grounds that the unit sought by the Petitioner is inappropriately narrow and Petitioner has made an insufficient showing of interest in the broader proper unit. As we find for the reasons set forth below that the smaller unit is appropriate, we deny the motion.

The principal group of employees sought by the Petitioner consists of 26 to 28 drivers of fuel trucks who are divided into the subclassifications of air line refuelers and line service refuelers² and respectively provide service for the commercial airlines and general (noncommercial) aircraft.

As their title indicates, the key function of both categories of refuelers is the refueling of the aircraft that use the airport.³ In this connection, the refuelers receive the fuel from the suppliers, conduct a number of tests to determine the purity of the fuel,⁴ control the pumping of the fuel to the "fuel farm" for storage,⁵ and make daily quality control checks of the fuel.⁶ Refuelers also usually refuel the trucks which are used for transporting the fuel to the aircraft. Before the truck refueling takes place, the refuelers "check over" the trucks to make sure that they are in good "operational order."

fuel standards of the different airlines, some of which require certification of the refuelers.

⁵ As the refuelers spend much of their time at the fuel farm, their lockers are located in a trailer which is adjacent thereto.

⁶ There is conflicting testimony as to whether the refuelers maintain the fuel transfer equipment. However, it appears that at most their tasks are limited, that an outside contractor is called in to do major work, and that in any event neither the truck nor aviation mechanics have any responsibility in this area.

The refuelers are on duty during overlapping shifts throughout the day and night. Unlike the other employees, they are expected to work on some holidays and do not have a regular lunch period.⁷

Airline refuelers have also been called upon during their night watch to perform the duties of the line service refuelers and dispatchers. Similarly, the line service refuelers fill in for the dispatchers when they are not available. In a number of instances, there have been transfers among both categories of refuelers and the dispatchers. In contrast, there have been no transfers between those classifications and the other employees of the Employer.

As noted above, the Petitioner also seeks to include in the unit the Employer's three dispatchers⁸ who have regular contact with the refuelers. The dispatchers control the fuel inventory, do the billing and receive cash payments for the fuel, and provide other services for the customers. They prepare a number of reports, including a daily logsheet of fuel sales, a tank farm report, and daily fuel activity sheets. In addition, the 2 full-time dispatchers devote from 30 to 70 percent of their time, or an average of 40 percent, performing the fueling and other functions of the refuelers.⁹ The dispatchers receive the same rate of pay as the refuelers and must also work on holidays.

The Employer's seven truck mechanics have basically different functions from those of the refuelers and the dispatchers. Thus, while the refuelers may perform minor maintenance tasks which can be accomplished with a screwdriver, the truck mechanics, who are furnished with a full kit of mechanic's tools, have the basic responsibility for all maintenance work which requires the utilization of special mechanic's skills.¹⁰ The record also shows that the other employees have varying degrees of contact with the refuelers but have different responsibilities from them. Accordingly, the 18 or 19 aviation mechanics inspect, maintain, and repair aircraft.¹¹ The 19 pilots have as their primary duty the operation of aircraft although they do check over the aircraft's preflight condition and make minor adjustments. The five parts employees do the purchasing for the Employer, maintain the inventory of the parts department, and also deliver parts wherever they are

⁷ However, all employees enjoy such uniform benefits as those pertaining to insurance, vacations, and workmen's compensation.

⁸ Stephen Gregory and Ralph LaPointe, the two full-time dispatchers, work respectively (1) on Monday to Friday from 7 a.m. to 4 p.m., and (2) on Tuesday to Friday from 4 to 9 p.m. and Saturday and Sunday from 6 a.m. to 3 p.m. Janet Duval, the part-time dispatcher, is on duty on Monday from 4 to 9 p.m. and Saturday and Sunday from 3 to 9 p.m.

⁹ There is no evidence that the part-time dispatcher performs such services.

¹⁰ The amount of contact between the refuelers and the truck mechanics ranges from twice daily to semiweekly.

¹¹ The annual wage for the aviation and truck mechanics ranges from \$13,000 to \$19,000, and the refuelers and dispatchers earn from \$12,000 to \$17,000.

needed at the airport. The nine clerical employees are in the accounting department where they maintain all company records and do personnel liaison work. Finally, although the record contains no description of the duties of the five building and ground maintenance employees, there is no indication that they perform work other than the house-keeping duties usually associated with this classification.

It is clear from the foregoing that the refuelers and the full-time dispatchers perform the distinctive functions of driving fuel trucks, refueling, and related tasks which set them apart from the other employees whose responsibilities involve such different duties as the maintenance of grounds, buildings, and trucks and the maintenance and operation of aircraft. Their separate interests are further demonstrated by their different work schedules and the absence of significant interchange or transfer between them. Although, as contended by the Employer, the two groups of employees have some dealings with each other and enjoy many similar benefits, these factors are not sufficient to overcome their distinct community of interest.

Accordingly, we find that the following unit is appropriate for the purposes of collective bargaining within the meaning of Section 3(b) of the Act:

All full-time and regular part-time refuelers, line service refuelers, and dispatchers,¹² of the Employer at Bradley International Airport; excluding truck mechanics, aviation mechanics, building and ground maintenance employees, parts employees, pilots, clerical employees, and supervisors as defined in the Act.¹³

There remains for consideration the unit placement of Supervisors John DiLaurenzio, Robert Beane, and Brian Maloney, and Leadmen Donald Dennis and Albert Brown. The Employer contends that they are all supervisors within the meaning of the Act while the Petitioner takes the position that they are employees and as such should be included in the unit.¹⁴

¹² Although it appears that the part-time dispatcher has no refueling or driving duties, we shall include her in the unit as her interests are allied to those of the other dispatchers and the refuelers.

¹³ Cf. *Bradley Flying Service, Inc.*, 131 NLRB 437 (1961), which granted the petitioner's request for a unit of six maintenance and fueling service employees, an automotive mechanic, and a pilot-aircraft mechanic. Contrary to the Employer, which contends that the unit finding in the earlier case should now control because it pertained to its predecessor, our unit determination herein is based on the evidence adduced concerning the current operation.

¹⁴ The parties stipulated that the three supervisors have the same position and consequently should be treated alike by the Board.

Maurice Lachet, an admitted supervisor as defined in the Act, is manager of fuel services. DiLaurenzio, who is responsible to Lachet¹⁵ and receives 30 cents an hour more than other line service refuelers, testified as follows with regard to his duties as supervisor.

Although no official of the Company told him so, DiLaurenzio "imagines" he has the power to discharge or recommend the discharge of employees. He also has the power to reward or recommend rewarding employees on a "suggestive basis," can "suggest" overtime, and has the authority to recommend disciplinary action against employees. His recommendations of a merit increase for one employee and promotion of another were adopted by the Employer. On one occasion, DiLaurenzio recommended a week's suspension for an employee which the Employer reduced to 3 days. However, the Employer did not discipline or discharge certain other employees pursuant to his recommendation.¹⁶

Although there is conflicting evidence as to whether DiLaurenzio has such additional power as the authority to grant time off to employees without consulting Lachet or some other official of the

¹⁵ DiLaurenzio has prepared three progress rating reports which were read and signed by the employees and sent to Lachet.

¹⁶ General Manager Raymond Fitzgerald testified that supervisors, *inter*

Company, we conclude on the basis of the uncontested testimony of DiLaurenzio and Fitzgerald that he is a supervisor within the meaning of the Act and that he must therefore be excluded from the unit. In view of the stipulation that Beane and Maloney have the same authority, we find that they, too, must be excluded from the unit as supervisors within the meaning of the Act.

Leadmen Dennis and Brown receive an hourly rate midway between those of the refuelers and the supervisors. They assist the supervisors in carrying out such daily tasks as assigning and scheduling work, determining overtime, and verifying timecards. In the absence of supervisors on weekends or holidays, the leadmen substitute for them.

The record contains no evidence which shows that the leadmen possess the indicia of supervisory authority. Moreover, a finding that they are supervisors would result in an unrealistic and excessively high ratio of one supervisor for every three refuelers. We shall, therefore, include the leadmen in the unit.

[Direction of Election and *Excelsior* footnote omitted from publication.]

alia, have overall responsibility for their particular shifts and their recommendations as to hiring of new employees and transfers of part-time employees to full-time jobs are followed by the Employer.