

Premcor, Inc. and PACEIU Local 6-1195, Petitioner.
Case 13-UC-354

May 8, 2001

DECISION ON REVIEW AND ORDER
BY CHAIRMAN TRUESDALE AND MEMBERS
LIEBMAN AND HURTGEN

On September 6, 2000, the Acting Regional Director for Region 13 issued a Decision and Order in the above-entitled proceeding in which he found that the newly-created position of process control coordinator (PCC) is a proper accretion to the existing bargaining unit of production and maintenance employees employed by the Employer, at its Blue Island, Illinois oil refinery. Thereafter, in accordance with Section 102.67 of the National Labor Relations Board Rules and Regulations, the Employer filed a timely request for review, maintaining that the PCCs are not an accretion to the existing bargaining unit because they do not share a sufficient community of interest with members of that unit. The Union filed an opposition.

By Order dated October 12, 2000, the Board granted the Employer's request for review solely with respect to the analysis used in finding that the PCCs are an accretion to the existing unit. In all other respects, the request for review was denied.¹

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Having carefully reviewed the entire record, including the parties' briefs on review, we have decided to affirm the Acting Regional Director's decision. As explained below, however, we find that the individuals classified as PCCs do not constitute an accretion to the existing bargaining unit, but rather, that it is appropriate to clarify the existing unit to include this newly-created classification because these employees perform the same basic functions historically performed by the members of the bargaining unit.

The facts are not in dispute. The Employer operates an oil refinery in Blue Island, where it refines oil into motor fuel for distribution. The Employer's 12 refinery units are located on a triangular plot of land known as "the refinery triangle." Various elements, including flows, temperatures, pressures, and lab test data, are monitored and manipulated to meet target production levels on six control boards that are located within the refinery triangle. Each control board has the capacity to handle two refinery units. Bargaining unit employees designated as operator 1s or "spares" (employees who have been

¹ The Employer also contended that the PCCs should be excluded from the unit because they are technical employees and/or statutory supervisors.

trained in all job classifications, including operator 1) historically have performed this work.

The Employer currently is in the process of establishing a central control room in a separate facility located outside the refinery triangle and has begun moving all unit control to that location.² Once this new control room is fully operational, manipulation of the various elements of all units will be performed in the new facility. Until that time, various units continue to be manipulated from the six control boards located within the triangle.

The new central control room houses three computerized consoles that allow an operator to monitor and control as many as six units simultaneously from remote locations, utilizing the newly-installed state-of-the-art Honeywell distributive control system. The PCC position the Union seeks to include in the bargaining unit was established by the Employer specifically to operate these computerized consoles. Notice of the position was posted throughout the refinery, and at the time of the hearing, six PCCs had been selected and were working in the central control room. All six formerly were either operator 1s or spares and were members of the bargaining unit.³ According to Operations Manager Don Sanders, the Employer was looking for interested employees who had a "high degree of computer skills," who would be able to work well under stress, and who were capable of multitasking. The PCCs completed a special week-long training course in the operation of the Honeywell system, as well as on-the-job training for another 2 or 3 weeks.

The record shows that when the control functions for all 12 units have been moved to the centralized control room, there will be no operator 1 job as it currently exists. Currently, depending on the unit, 75 to 80 percent of the work of the operator 1s consists of functions that have to do with control, and the remainder of their work is done in the field. Once all units have been moved to the Honeywell system, 99 percent of the PCC's work will be performed in the central control room;⁴ the operator 2 position will be "up-graded" to an operator 1 classification; and a number of operator 1s will be reassigned to field areas. Sanders stated that the Employer has no plans to reduce the number of bargaining unit employees; rather, it will be "redeploying" personnel.

² Pursuant to a consent decree entered into with the State of Illinois and the Occupational Safety and Health Administration, the Employer constructed this facility away from the processing area, in an effort to eliminate the unnecessary risk of injury to employees working in the control centers.

³ Eventually, the Employer will have 14 employees in the PCC classification when all units have been moved to the new system.

⁴ In the event the whole refinery is shut down, the PCCs might be in the refinery assisting with the "turn around."

It is well established that a unit clarification petition is appropriate for resolving ambiguities concerning the unit placement of individuals who come within a newly-established classification. *Union Electric Co.*, 217 NLRB 666, 667 (1975); *Bethlehem Steel Corp.*, 329 NLRB 241 (1999). In the instant case, the Union maintains that the existing bargaining unit should be clarified to include the PCCs because their duties and responsibilities are fundamentally the same as those of the operator 1s whose classification eventually will be eliminated as a result of the creation of the PCC position. The work functions of both the PCCs and the current operator 1s include the responsibility for modulating the mix and flow of product based on production standards developed by management. In addition, like the operator 1s, the PCCs will be responsible for maintaining continual communication with unit employees in the field in order to examine and correct malfunctions in the units, and for issuing work permits to company mechanics or outside contractors. Although the PCCs perform these operations utilizing more advanced technology, their duties and those of the operator 1s are based on the same standards.

The Employer, on the other hand, contends that the PCC's job functions are not similar to those performed by bargaining unit employees. The Employer points out that the Honeywell system's state-of-the-art technology allows the PCCs to manipulate at least six units at a time, increases the level of responsibility and discretion necessary to perform the job, and enables the PCCs to make more comprehensive decisions regarding each unit. Moreover, the PCCs are required to have the necessary technical skills to monitor and oversee as many as six processing units at any given time, and they must have special training and certification.

We find that the PCCs are properly included in the unit. As the record establishes, and the Acting Regional Director found, they perform the same basic functions that historically have been performed by bargaining unit

members, including monitoring and manipulating various elements for each of the units and maintaining continual communication with unit employees in the field. Despite the fact that the PCCs are able to and may engage in somewhat more discretionary and technical functions through utilization of new technology, or that they will be expected to and will control or manipulate six units at a time, neither of these aspects of their work negates a finding that the PCCs are essentially performing bargaining unit work. In these circumstances, they are appropriately members of the production and maintenance unit. *Brockton Taunton Gas Co.*, 174 NLRB 969, 971 (1969).

While we agree with the Acting Regional Director that the unit should be clarified to include PCCs, we disagree with his application of an accretion analysis and his finding that the PCCs are an "accretion" to the unit.⁵ Once it is established that a new classification is performing the same basic functions as a unit classification historically had performed, the new classification is properly viewed as remaining in the unit rather than being added to the unit by accretion. Accordingly, an accretion analysis in these circumstances is inapplicable.

ORDER

The contractual collective-bargaining unit covering all production and maintenance employees at the Employer's Blue Island, Illinois refinery represented by PACEIU Local 6-1195 is clarified to include the position classified as process control coordinator.

⁵ In the traditional accretion analysis, the Board examines community of interest factors to determine whether the employees at issue may constitute a separate appropriate unit or constitute an accretion to the existing bargaining unit. *Towne Ford Sales*, 270 NLRB 311 (1984).

Member Hurtgen agrees with his colleagues that the case does not involve the accretion doctrine. He does not agree that an ordinary "community- of-interest" analysis is used in accretion cases. His views on accretion are set forth in his opinion in *The Sun*, 329 NLRB 487 (1999).