

Bowie Hall Trucking Inc. and Chauffeurs, Teamsters, & Helpers Local No. 391, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO,¹ Petitioner. Case 11-RC-5454

July 29, 1988

**DECISION ON REVIEW AND
DIRECTION OF ELECTION**

**BY CHAIRMAN STEPHENS AND MEMBERS
BABSON AND CRACRAFT**

On October 6, 1987, the Regional Director for Region 11 issued a Decision and Direction of Election in the above-entitled proceeding in which he found appropriate for collective bargaining a systemwide unit of drivers and mechanics that is broader than the Petitioner's requested single-facility unit.² The Regional Director therefore directed an election among the drivers and mechanics at the Employer's terminals in LaPlata, Maryland; Toano, Virginia; and Eden, North Carolina.³

In accordance with Section 102.67 of the Board's Rules and Regulations, the Petitioner filed a timely request for review of the Regional Director's decision. The Petitioner contended that a unit limited to the Eden terminal is appropriate based on the existence of local autonomy, the absence of substantial interchange, and the geographic distance between the terminals. The Employer filed a statement in opposition to the Petitioner's request for review. The Board granted the request for review by telegraphic order dated November 27, 1987.

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 and has decided to reverse the Regional Director's finding that only a systemwide unit is appropriate.

¹ On November 1, 1987, the Teamsters International Union was readmitted to the AFL-CIO. Accordingly, the caption has been amended to reflect that change.

² The Petitioner requested a unit of drivers and mechanics employed by the Employer at its Eden, North Carolina terminal. The unit found appropriate by the Regional Director is as follows:

All over-the-road and local drivers, driver mechanics, and mechanics employed by the Employer at its LaPlata, Maryland, Toano, Virginia, and Eden, North Carolina locations, but excluding all office clerical employees, casual employees, guards and supervisors as defined in the Act.

³ No election was held because the Petitioner did not submit an expanded showing of interest. In this regard, the Petitioner contended at the hearing that its showing of interest was limited to the Eden, North Carolina terminal because Virginia and Maryland are outside of its territorial jurisdiction. Citing *John Sundwall & Co.*, 149 NLRB 1022 (1964), the Regional Director found, however, that the Board has consistently refused to predicate an appropriate unit finding upon the scope of a local union's territorial jurisdiction.

The Employer is a Maryland corporation engaged primarily in the interstate and intrastate transportation and distribution of beverages. From its terminals in LaPlata, Eden, and Toano, the Employer operates approximately 51 trucks. The LaPlata terminal, which also is the Employer's corporate headquarters, opened in 1974 and has 66 employees. The Eden terminal, which is near the Miller Brewery, opened in June 1987 and has 14 employees. The Toano terminal, which is near the Anheuser-Busch Brewery, opened in July 1987 and has 23 employees.⁴ The LaPlata terminal is about 250 miles from the Eden terminal and 115 miles from the Toano terminal. The Eden terminal is about 220 miles from the Toano terminal. All three terminals are located near interstate highways and major transportation arteries. There is no history of collective bargaining at any of the terminals.

The Employer maintains all corporate records, including personnel files, at the LaPlata terminal. In addition, all corporate officers and directors are employed at LaPlata. The president formulates policies, procedures, and benefits that are uniformly administered at all three terminals, and purchases equipment for each terminal. The vice president is responsible for the operation of the Employer's centralized payroll and accounting office at LaPlata. The operations manager implements corporate policies, oversees the Employer's operations, and has final authority over the hiring of drivers and the disciplining of employees other than for safety-related reasons. The Employer's two safety officers implement safety rules, ensure compliance with Federal and local government regulations, administer safety tests to and conduct background checks on new hires, and make final decisions on the disciplining of employees for safety-related matters. The director of maintenance oversees the preventive maintenance of all the Employer's trucks, assigns to mechanics jobs involving major repairs, monitors major repairs, and makes final decisions on the hiring and disciplining of all mechanics.⁵ Regarding the Employer's operations, there is a central dispatch system at LaPlata that schedules the movement of drivers and equipment.

The terminal managers of the Eden and Toano terminals oversee the daily paperwork, take fuel readings that are forwarded to LaPlata, and serve as the Employer's liaisons with the Miller and Anheuser-Busch Breweries, respectively. Virgil Chambers, the terminal manager at Eden, conducts the

⁴ Although the terminal facility at Toano is relatively new, the Employer has operated trucks from parking lots in the area since 1975.

⁵ There is some specialized equipment at LaPlata for work involving complicated mechanical repairs.

initial screening for Eden's new hires.⁶ The terminal managers at both Eden and Toano assign routine work, such as trailer checks, to mechanics; approve overtime; issue oral warnings; and are consulted with respect to major disciplinary decisions that are made by company officials at LaPlata.⁷ The Eden terminal is open for operation 24 hours a day, 5 days a week. Chambers works 8 or 9 hours per day and talks with the Employer's president, Jameson, at least once each day.

The Employer hires individuals from the Eden area to work at the Eden terminal, and employees at Toano and LaPlata are hired from their respective areas. Each terminal employs "road drivers" who operate "sleeper equipment" and are on the road for a week at a time, and "local drivers" who work regular hours and drive only during their shifts. Each terminal also employs driver/mechanics who operate trucks and perform repairs; the Employer's only "straight mechanics" are at LaPlata. The Employer has uniform job qualifications at all three terminals.⁸ A single employee manual/driver handbook is applicable to all employees. Regarding wages, all drivers are paid a flat amount based on the number of loads transported, and all mechanics are paid by the hour based on experience. All employees share uniform benefits, including vacations and holidays.

With respect to job duties, Toano mechanics perform less complicated repairs than do Eden mechanics, who in turn perform more basic repairs than LaPlata mechanics. All employees except for Eden mechanics wear uniforms.⁹ Regarding drivers, Toano drivers also load the trucks at the Anheuser-Busch Brewery, while employees of the Miller Brewery load the trucks that are then picked up by Eden drivers. In terms of driver destinations, Jameson testified that due to government regulations that limit daily driving times per driver to 10 hours, local Eden drivers generally drive to either Toano or LaPlata and back, transferring their loads to driver/mechanics at those terminals for delivery to customers. Additional transfers are

caused by the fact that Eden drivers make relatively short trips in order to accommodate the particular needs of the Miller Brewery. Further, both local and road drivers stop at other terminals in order to refuel. Regarding the employees' contact with the other terminals, Jameson testified that over 80 percent of the time local or road drivers leaving from the Eden terminal go to or through one of the other terminals. Jameson further estimated that an Eden driver would remain at Toano or LaPlata for about an hour, or long enough to check and drop off the trailer, contact central dispatch, and hook up another trailer for the return trip to Eden. Jameson also testified that 80 percent of the time LaPlata road drivers go through Eden, and that LaPlata local drivers frequently pass through Toano.¹⁰

The record indicates that two drivers were permanently transferred between LaPlata and Toano at their requests, but that as of the time of the hearing, the Employer had not required any transfers. In addition, although the Employer's equipment is assigned to a specific terminal, equipment has been transferred due to breakdowns and was transferred for the startup of the Eden terminal.

It is well established that, when considering a multifacility operation, a single-facility unit is presumptively appropriate for collective bargaining. This presumption, however, can be rebutted by a showing of functional integration so substantial as to negate the separate identity of the single-facility unit. In making this determination, the Board considers such factors as centralized control over daily operations and labor relations, skills and functions of the employees, general working conditions, bargaining history, employee interchange, and geographical location of the facilities in relation to each other. *Sol's*, 272 NLRB 621 (1984).

In this case, the Regional Director found that the Employer's operations are integrated and that management and labor relations are centrally controlled, with the Eden terminal manager making only routine decisions on day-to-day matters. The Regional Director further found that all employees have similar skills and working conditions. Although acknowledging the lack of current evidence of interchange between the terminals, the Regional Director noted that the three-terminal system is relatively new; there were two transfers between LaPlata and Toano's predecessor location; and on over 80 percent of the runs a driver will stop at one of the other terminals for a vehicle check, to

⁶ Applicants for positions at Toano are screened by telephone by an official from LaPlata.

⁷ Although the central dispatch office sends particular drivers and trucks to the breweries that the Employer services, the Miller Brewery usually calls the Eden terminal directly if a truck that was left at the brewery is ready to be picked up. The Employer's president, John G. Jameson, testified that in such a case the Eden drivers on duty generally decide among themselves who should pick up the truck. Jameson conceded, however, that the terminal manager would have the authority to assign the work in the event of a dispute among the drivers.

⁸ Drivers and driver/mechanics must meet certain government regulations, have 2 years' experience and a clean driving record, and pass a physical. Mechanics are required to have experience.

⁹ Jameson attributed the differences in mechanics' responsibilities at the various terminals and the lack of uniforms for the drivers at Eden to the "start-up" nature of the Eden and Toano terminals.

¹⁰ Maynard L. Smith, a driver/mechanic from Eden, testified that he had never driven a load to either the LaPlata or Toano terminals. Smith also testified that he has never had contact with LaPlata and Toano local and road drivers who stop at Eden to inspect their trucks.

refuel, or to drop off a trailer. Relying on these factors and citing *Dayton Transport Corp.*, 270 NLRB 1114 (1984), the Regional Director found the evidence sufficient to rebut the presumption favoring the single-facility unit.¹¹

We find, contrary to the Regional Director, that the presumptive appropriateness of the single-facility unit has not been rebutted. In this case there is no bargaining history among the unit employees, and no labor organization seeks to represent the employees on a broader basis. See *United Artists Communications*, 280 NLRB 1056 (1986). Additionally, we find that the Eden terminal manager makes more than routine day-to-day decisions. In this regard, although central management has the final authority with respect to hiring and major disciplinary decisions, the Eden terminal manager conducts the initial screening for new hires and is consulted with respect to major disciplinary decisions. Cf. *Penn Color, Inc.*, 249 NLRB 1117, 1118 (1980).

Most importantly, we also find that there is no evidence here of substantial or significant employee interchange between the three terminals. The Employer's generalized testimony that 80 percent of Eden local or road drivers pass to or through one of the other terminals does not convince us that the drivers here have the same frequency of "interchange" as in *Dayton Transport*.¹² While at the other terminals, the Eden drivers do not, as in *Dayton Transport*, temporarily transfer to jobs at those terminals. They may exchange trailers; they do not interchange work. In this case, two employees were transferred between LaPlata and Toano

on their requests. The Board has held, however, that employee interchange made at the convenience of employees is "not entitled to much weight in determining the scope of the appropriate unit."¹³ 249 NLRB at 1119 (citing *Renzetti's Market*, 238 NLRB 174 fn. 8 (1978)). Therefore, we find that here there is no substantial evidence of employee transfers, and that there is only generalized testimony about employee contacts.

Finally, although the geographic separation of the terminals is not determinative in view of the nature of the Employer's operation, *Dayton Transport*, above, we find that this factor gains significance when, as here, there are other persuasive factors that support a single-facility unit.

Therefore, relying particularly on the lack of significant employee interchange, the absence of any bargaining history among the unit employees, and the fact that no labor organization seeks to represent the employees on a broader basis,¹⁴ we find that the Petitioner's requested single-facility unit is an appropriate unit.

Accordingly, we shall reverse the Regional Director and direct an election in the following unit, which we have found appropriate:

All over-the-road and local drivers, driver mechanics, and mechanics employed by the Employer at its Eden, North Carolina, location; but excluding all office clerical employees, casual employees, guards and supervisors as defined in the Act.

[Direction of Election omitted from publication.]

¹¹ *Dayton Transport* also involved an employer engaged in the transport of commodities. In that case the Board, reversing the Regional Director, found that there was sufficient evidence to overcome the presumptive appropriateness of the requested single-facility unit. Specifically, the Board relied on the employer's centralized management, the similarity of skills and shared community of interest among employees, and the frequency of interchange of drivers on a short-term or temporary basis. Regarding the latter, the Board found that drivers from one terminal would drop loads at the next terminal to be picked up by a driver there, and would thereafter be dispatched on another run from the intermediate terminal. The Board found that such instances of driver "interchange" between the employer's three terminals occurred about 400-425 times in the past year. The Board in *Dayton Transport* also found that the nature of the employer's business rendered the distance between the terminals less critical to a determination of the proper unit scope.

¹² In this regard we note that Smith, the only employee witness, testified that he has never driven a load to an intermediate terminal and has never had contact with the Toano and LaPlata drivers who stop at Eden

¹³ The Employer has filed a motion for leave to adduce additional evidence to prove that since the hearing it has eliminated all local driver positions at the Eden terminal and that there have been several incidents involving the transfer of employees among the three terminals. The Employer submitted Jameson's affidavit with its motion. Jameson stated that the Employer decided to eliminate Eden local driver positions in October 1987. Regarding transfers, Jameson stated that Eden local driver Light was transferred to an Eden road driver position, Eden local drivers Mabe and Carter were terminated on November 9, 1987, after refusing transfers to local driver positions in LaPlata, LaPlata road driver Pace was transferred to a Toano local driver position, and LaPlata road driver Tillet was transferred to a road driver position in Toano.

We deny the Employer's motion. In this regard, even accepting the allegations in Jameson's affidavit as true, such evidence would be insufficient to warrant a different result.

¹⁴ These factors were also significant in *Penn Color*, above, and *NLRB v. Foodland, Inc.*, 744 F.2d 735 (10th Cir. 1984), enfg. 261 NLRB 995 (1982), in which the Board found single-facility units appropriate for collective bargaining.