

**UNITED STATES GOVERNMENT  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13**

**KA FLEETONE, INC.**

**Employer**

**and**

**Case 13-RC-089548**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO**

**Petitioner**

**DECISION AND DIRECTION OF ELECTION**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended (“the Act”), a hearing was held before a hearing officer of the National Labor Relations Board (“the Board”). Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated to the undersigned its authority in this proceeding.<sup>1</sup>

**I. ISSUES**

The instant petition raises the issue of whether the scope of the petitioned-for single-location unit, is an appropriate unit for collective bargaining. The Petitioner seeks all full-time and regular part-time technicians employed by the employer at its location at 800 Supreme Dr., Bensenville, Illinois 60106 and excluding all other employees including parts employees, foremen, office clerical employees, professional employees, managerial employees, guards and supervisors, as defined by the Act. The Employer takes the position that the appropriate unit must also include technician employees at two other facilities (Wolf Lake, Illinois and Carthage, Missouri) located approximately 300 and 700 miles away from the Bensenville facility. The Employer argues that the KA FleetOne operates a nationwide fleet service and that business

---

<sup>1</sup>Upon the entire record in this proceeding, I find:

1. The hearing officer’s rulings, made at the hearing, are free from prejudicial error and are hereby affirmed.
2. The parties stipulated and I find that the Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. The International Association of Machinists and Aerospace Workers, AFL-CIO (“the Petitioner”) is a labor organization within the meaning of the Act.
4. The Petitioner claims to represent certain employees of the Employer.
5. 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.

operations at the three locations at issue are operated by Senior Fleet Manager Wally Fischer. The Employer states that the traditional community of interest factors overlap and there is no legitimate basis upon which to exclude the Technicians in the other two locations. The Petitioner argues that the Employer has not met its burden of showing that the unit sought by the Petitioner was wholly inappropriate.

## **II. DECISION**

For the reasons discussed in detail below, I find that a unit of Technician employees from the Bensenville, IL location to be appropriate. Accordingly, **IT IS HEREBY ORDERED** that an election be conducted under the direction of the Regional Director for Region 13 in the following appropriate bargaining unit:

All full-time and regular part-time Technicians employed by the employer at its location at 800 Supreme Dr., Bensenville, Illinois 60106, but excluding parts employees, foremen, managerial employees, office clerical employees, professional employees, guards, and supervisors as defined in the Act.

## **III. ANALYSIS**

In December 2011, the Employer, Kelly Amerit Fleet Services merged with Kelley Fleet Services. The former Kelly Fleet Services is now known as Kelly FleetOne, Inc., and the two companies perform similar services under the same corporate structure. Combined, they have facilities in approximately 40 states across the United States. KA FleetOne has its corporate headquarters in Walnut Creek, California, and employs approximately 190 employees throughout the United States. The three facilities at issue in this petition are in Bensenville, Illinois, Wolf Lake, Illinois, and Carthage, Missouri. There are nine employees at the Bensenville location, seven of whom are the technicians the Union has petitioned for, plus an administrative assistant and a fleet manager, who has authority to assign work and grant time off and is a supervisor within the meaning of Section 2(11) of the Act. The Wolf Lake location has one technician and the Carthage location has three technicians and a fleet manager. The Employer's business consists of providing maintenance on vehicles. The Bensenville facility is contracted to only service U.S. Food trucks.

### **The Appropriate Unit Consists of the Technician Employees in the Bensenville, Illinois, Facility**

The only issue is whether the unit sought by the Petitioner constitutes an appropriate unit without the inclusions recommended by the Employer. Section 9(b) of the Act only requires that a unit be appropriate in order to insure the "fullest freedom in exercising the rights guaranteed by this Act." A unit for collective bargaining need only be appropriate, it does not have to be the most appropriate unit, the largest appropriate unit, or the ultimate appropriate unit. *Morand Beverage Co.*, 91 NLRB 409, 418 (1950) *en f*d. 190 F.2d 576 (7th Cir. 1951); *Bartlett Collins Co.*, 334 NLRB 484 (2001); *Overnight Transportation Co.*, 322 NLRB 723 (1996); *P.J. Dick Contracting, Inc.*, 290 NLRB 150, 151 (1988).

This means there is often more than one way in which employees of a given employer may be grouped into appropriate units for purposes of collective bargaining. *Rothstein Corp.*, 233 NLRB 545, 547 (1977). In defining an appropriate unit for collective bargaining, the Board focuses on whether the employees in the unit share a “community of interest” that is distinct from other employees that arguably could be included in the unit. *Overnite Transportation Co.*, supra at 724; *The Boeing Co.*, 338 NLRB 152, 153 (2001). In defining an appropriate unit, the Board first examines the petitioned-for unit. See e.g. *The Boeing Co.*, supra at 153 (2001). If there is a presumption that a petitioned-for unit is appropriate, the burden is on the party challenging the unit’s appropriateness to show that it is inappropriate. *Allen Health Care Services*, 332 NLRB 1308 (2000).

It is well established that a single facility is presumptively appropriate, unless it has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity. *Hilander Foods*, 348 NLRB 1200 (2006); *Trane*, 339 NLRB 866 (2003). Therefore, when a union seeks a presumptively appropriate unit, like the single facility unit herein, it is the employer’s burden to rebut the presumption. *J&L Plate*, 310 NLRB 429 (1993). To determine whether the presumption has been rebutted, the Board relies on factors including: (1) central control over daily operations and labor relations, including extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) degree of employee interchange; (4) distance between locations; and (5) bargaining history, if any. *Hilander Foods*, 348 NLRB at 1200, citing *J&L Plate*, supra.

Based on the entire record in this matter, I find that the appropriateness of a single facility has not been rebutted by the Employer. Each facility maintains its separate identity based on day-to-day management and supervision of each facility’s operations, geographical separation (hundreds of miles away), the lack of employee interchange or any bargaining history, and the functional autonomy of each facility, regardless of the ultimate oversight provided by Fischer and the corporate office.

While, as the Employer argues, there are factors in the record which support a finding that a combined unit of all four facilities would constitute an appropriate unit, this does not negate the presumptive appropriateness of a single facility unit. As discussed below, the record shows that the employees at the three facilities are governed by the same employee handbook policies, receive the same benefits, and work in the same job classifications, Technicians. However, the fact that a multi-facility unit may also be appropriate does not support a finding that the single facility unit is not appropriate.

*Local Autonomy:* In addressing the degree of centralized control of management and supervision, Fleet Service Manager Wally Fischer and Human Resources Generalist Jessica Peinado oversee the Employer’s operations at all three of the facilities. The terms and conditions of employment for Technicians are generally all the same in that all of the Employer’s non-union employees nationwide are subject to the same employee handbook, benefits, hiring practices, new hire orientation, training, Human Resources needs and disciplinary procedures. Employees’ wages are independently determined by Fischer based on the Technician’s skill set. Toll testified

that staffing levels are made in collaboration with Fischer, the supervisor, president of the company likely, and human resources.

Contrary to the Employer's position, Fischer does not oversee the day to day operations at all three of the facilities. The technicians out of the Bensenville location are under the direct supervision of Fleet Manager Joe Pudlo, the Carthage technicians are under the direct supervision of Fleet Manager Tony Brinson, and the Wolf Lake Technician is supervised by either Fischer or Brinson. In addition, Bensenville Technician Michael Shawn Butler testified that although he may approach Fischer on a question when Joe Pudlo is on the phone, he considered Pudlo to be his supervisor. The fleet managers have significant authority on a day to day basis for such tasks as assigning work and approving sick leave or days off. Work schedules also vary, in that Senior Fleet Manager Wally Fischer testified that the Bensenville facility is the only facility with a seven day operation.

*Employee Skills, Functions, And Working Conditions:* The record reveals that the technicians are all generally responsible for performing maintenance on vehicles. As previously mentioned, they are governed by the same personnel policies and handbook.

*Interchange and Contact:* Although all Technicians perform the same types of work, the record shows that there has never been any interchange, either permanent or temporary, between the other two facilities and the Bensenville facility. The only instances of interchange on the record was a one-month temporary interchange between Carthage and Wolf Lake, and a several month period where three technicians came one at a time from Phoenix and another Employer location to Bensenville. There have been no instances of permanent interchange involving the facilities at issue. Moreover, while technicians occasionally have to travel to work on vehicles at remote locations, Technician Butler testified that he has never worked alongside a technician from another location when doing so. There is no evidence that technicians from the separate facilities ever come in contact with each other.

*Geographic Proximity and Functional Integration:* I take judicial notice that the distance between Wolf Lake, Illinois, and Bensenville, Illinois, is 372 miles; and the distance between Carthage, Missouri, and Bensenville, Illinois, is 569 miles. With regard to functional integration, there is little evidence that any of their work is interchangeable between the facilities or that the employees from the other facilities share any of their work. Fischer testified that on one occasion work was transferred from Wolf Lake to Carthage, but there were no instances where work was transferred either to or from the Bensenville facility.

*Bargaining History:* There is no evidence of any history of collective bargaining involving the petitioned-for employees.

Based on these facts, I find that the Employer's facilities have significant local autonomy, no interchange involving the Bensenville facility, long distances between facilities resulting in little functional integration, and no bargaining history involving the petitioned-for employees. Therefore, while the factors urged by the Employer, including similar skills and working conditions, and common oversight by Senior Fleet Manager Fischer and Human Resources Generalist Peinado, fall short of establishing that the Bensenville facility has "so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its

separate identity.” *Hilander Foods, supra*. While employees at all three locations at issue share the same or similar skills and functions, it appears that those skills and functions are shared by employees at many other locations, and this factor does not justify carving out three locations of the totality of the Employer’s locations. See *Hilander Foods*, 348 NLRB at 1203.

The record also shows that the Employer also employs one other employee at the Bensenville facility, Administrative Assistant Jacquelyn Neubauer. The record is not sufficient to demonstrate whether she shares a community of interest with the technicians. Therefore, she will vote under challenge.

#### **IV. CONCLUSION**

Based on the foregoing and the entire record herein, I have found that the appropriate unit in which to conduct an election is the Technician employees of the Employer’s Bensenville, Illinois facility and direct an immediate election.

#### **V. DIRECTION OF ELECTION**

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are all full-time and regular part-time technicians employed by the employer at its location at 800 Supreme Dr., Bensenville, IL 60106, but excluding parts employees, foremen, managerial employees, office clerical employees, professional employees, guards, and supervisors as defined in the Act. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strikes who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by the International Association of Machinists and Aerospace Workers, AFL-CIO.

#### **VI. LIST OF VOTERS**

To insure that all eligible voters have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Employer*, 394 U.S. 759 (1969). Accordingly, it is directed that 2 copies of an eligibility list containing the full names and addresses of all the eligible voters must be filed by the Employer with the undersigned

within 7 days from the date of this Decision. *North Macon Health Care Facility*, 315 NLRB 359 (1994). The undersigned shall make this list available to all parties to the election. In order to be timely filed, such list must be received in Region 13's Office, 209 South, LaSalle Street, Suite 900, Chicago, Illinois 60604 on or before **October 26, 2012**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

## **VII. RIGHT TO REQUEST REVIEW**

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570-0001. This request must be received by the Board in Washington by **November 2, 2012**.

In the Regional Office's initial correspondence, the parties were advised that the National Labor Relations Board has expanded the list of permissible documents that may be electronically filed with its offices. If a party wishes to file one of the documents which may now be filed electronically, please refer to the Attachment supplied with the Regional Office's initial correspondence for guidance in doing so. Guidance for E-filing can also be found on the National Labor Relations Board web site at [www.nlr.gov](http://www.nlr.gov). On the home page of the website, select the E-Gov tab and click on E-Filing. Then select the NLRB office for which you wish to E-File your documents. Detailed E-filing instructions explaining how to file the documents electronically will be displayed.

DATED at Chicago, Illinois this 19<sup>th</sup> day of October, 2012.

*/s/ Peter Sung Ohr*  
Peter Sung Ohr, Regional Director  
National Labor Relations Board  
Region 13  
209 South LaSalle Street, 9<sup>th</sup> Floor  
Chicago, Illinois 60604

Blue book – 440-6725-7510  
440-6750-6700