

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

GOVERNMENT CONTRACTING
RESOURCES, INC., FLUOR FEDERAL
SOLUTIONS, LLC and RICHARD BRADY
AND ASSOCIATES,¹

Employers

and

Case 12-UC-097867

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION 177

Petitioner

DECISION AND ORDER

On February 7, 2013, International Brotherhood of Electrical Workers, Local Union 177 (the Petitioner or the Union) filed the unit clarification petition in this case with the National Labor Relations Board under Section 9(b) of the National Labor Relations Act, seeking to clarify an existing bargaining unit that includes certain employees who are employed by three companies, Government Contracting Resources, Inc. (GCR), Fluor Federal Solutions, LLC (Fluor), and Richard Brady and Associates (RBA), to include the position of Accountant III employed by GCR. Thereafter a hearing was held in this matter.²

The Petitioner asserts that GCR's Accountant III shares a significant community of interest with the unit employees, and that it is appropriate to include the Accountant III in the unit, as the position was created after the parties had entered into a collective bargaining agreement. The Petitioner contends that the Accountant III is a plant clerical employee, as

¹ The names of the employers in the caption are the names of the parties to the collective-bargaining agreement involved herein, as discussed further in this decision.

² GCR and the Petitioner each made oral arguments at the hearing, which I have considered. They waived the right to file briefs. I have also considered Fluor's legal argument in its response to the below-described Order to Show Cause.

opposed to an office clerical employee, as demonstrated by the fact that all corporate decisions emanate from GCR's corporate offices which are located in Pinehurst, North Carolina. The Petitioner argues that the fact that the Accountant III may have access to sensitive corporate information is not sufficient reason to deny her representation in the recognized bargaining unit.

GCR argues that the Accountant III is an office clerical employee who should not be included in a bargaining unit with tradesman maintenance workers because her main functions require her to act as an extension of the corporate accounting department at the jobsite. It asserts that the Accountant III performs certain human resources functions and is closely aligned with management, both of which factors make it inappropriate to include her in the unit. Finally, GCR contends that it would be inappropriate to clarify the Accountant III into the unit under the Board's accretion analysis, which holds that a new position should be added to an existing unit only if there is little or no separate identity, and the employees share an overwhelming community of interest with the pre-existing unit employees. It argues that this standard cannot be met under the facts of this case.³ Fluor's position is consistent with GCR's. RBA did not take any position.⁴

Based on the evidence, and applicable case law, I conclude that the petition should be dismissed because the Accountant III does not share such a significant community of interest with the unit employees as to require that the position be clarified into the unit.

³ GCR does not contend, and the evidence does not establish, that the Accountant III is a confidential employee.

⁴ The Notice of Hearing was not served on Fluor or RBA. Neither of those companies were named in the petition and neither attended the hearing. However, on May 1, 2013, the undersigned issued an Order to Show Cause which was served on all parties, including Fluor and RBA. The issue in this case was described in the Order to Show Cause and Fluor and RBA were notified that as potential parties in interest they could show cause in writing why the Accountant III position should or should not be included in the bargaining unit, and that upon receipt of such submissions, the undersigned would determine whether to reopen the record. Fluor responded to the Order to Show Cause. RBA did not respond. Inasmuch as Fluor's response to the Order to Show Cause primarily corroborates undisputed facts that were entered into the record during the hearing, I find it unnecessary to reopen the record, and have noted Fluor's assertions of fact, where they are relevant herein.

I. **Facts**

A. **Overview**

GCR is in the business of providing facilities maintenance services at various Department of Defense locations throughout the United States, including the United States Marine Corps Base at Blount Island, in Jacksonville, Florida. These services include roads and grounds maintenance, custodial, electrical, plumbing and carpentry work. GCR's performance of these services at Blount Island is pursuant to its contract with Fluor, the prime contractor with the United States Navy for services provided at the Jacksonville Naval Air Station, the Mayport Naval Station and the Blount Island Marine Corps Base.

The Petitioner filed the instant unit clarification petition proposing to clarify the existing unit to include all of GCR's employees classified as Work Control Clerk and Accountant III at the Blount Island location. There is one incumbent employee in each of those job classifications. Prior to the opening of the hearing, the parties agreed, and thereafter stipulated on the record, to include the Work Control Clerk in the bargaining unit. Thus, the only position in issue is the Accountant III position.

B. **Bargaining History**

On November 30, 1994, in Case 12-RC-7789, the Regional Director certified the Union as the collective bargaining representative of the following employees, then employed by Colejon Corp./J.A. Jones (Colejon):

All full-time employees employed by the Employer at the Naval Air Station Jacksonville Project, Jacksonville, Florida; excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

Thereafter, as more fully discussed below, the government contract to perform work at the Naval Air Station and at certain other military facilities in Jacksonville was serviced by various entities who were predecessors to GCR, Fluor and RBA. By mutual agreement, the predecessors and the Union agreed to a number of changes in the composition of the bargaining unit. Most recently, the Union entered into the current collective-bargaining

agreement with Fluor and its subcontractors GCR and RBA.⁵ This most recent agreement provides that Fluor, RBA and GCR recognize the Union as the collective bargaining representative of the following unit of employees:

All full-time and regular part-time employees employed by the Employer in maintenance, service and plant operations at the Naval Air Station military reservation in Jacksonville, Florida; Naval Station Mayport, Florida; Marine Corps, Blount Island Command and to include the outlying facilities Yellow Water Housing area, Whitehouse outlying Airfield, Whitehouse, Florida, Heckscher Driver Fuel Depot and Pinecastle Electronic Warfare Range, Centroid, and Cecil Commerce Center; excluding all office clerical employees, professional employees, confidential employees, planners/estimators, guards and supervisors as defined in the National Labor Relations Act.⁶

The current agreement is effective by its terms from July 1, 2012 to June 30, 2014. As noted above, GCR employs the unit employees who work at the Marine Corps facility on Blount Island.

i. Predecessor Employer Colejon Corp./J.A. Jones

As noted above, in 1994, the Union was certified as the collective bargaining representative of a group of maintenance employees employed by Colejon Corp./J.A. Jones (Colejon) at the Naval Air Station Jacksonville Project. Sometime thereafter, Colejon was awarded a contract that included the Mayport Naval Station and Cecil Military Airfield. By a document dated May 12, 1995, Colejon voluntarily recognized the Union as the collective-bargaining representative, and agreed to include the employees who worked at the newly obtained facility in the existing collective-bargaining unit. During that time period and since then, the Union has represented certain employees who were considered plant clerical employees, but has not represented office clerical employees.

ii. Predecessor Employer IAP-Hill

IAP-Hill (IAP) was the successor employer to Colejon. The record does not reflect when IAP took the place of Colejon. Nonetheless, during the time period that IAP serviced the

⁵ The copy of the current agreement in the record is unsigned, but the Union's representative testified that it has been signed by all parties, and GCR represented that it does not doubt the accuracy of that testimony.

⁶ As used in the unit description, "the Employer" collectively refers to Fluor, RBA and GCR.

contract, it began providing maintenance services for military operations at Blount Island in addition to providing those services at the Jacksonville Naval Air Station and the Mayport Naval Station. IAP agreed to include all employees at Blount Island in the bargaining unit, none of whom were accounting employees. IAP employed office clerical employees, and had its own human resources department that was responsible for overseeing IAP employees at Blount Island, Jacksonville Naval Air Station, and the Mayport Naval Station, none of whom were included in the bargaining unit, and none of whom actually worked on Blount Island.⁷

IAP also employed individuals who performed accounting work at the Naval Air Station in Jacksonville, for all of its Jacksonville area locations, including Blount Island. Those employees were not included in the bargaining unit of IAP employees who were represented by the Union.⁸

iii. Fluor Federal Solutions, LLC

The Union became aware in the Spring of 2012 that the contract would no longer be serviced by IAP, and that it had been awarded to Fluor. In March 2012, Fluor and the Union began contract negotiations, and representatives of subcontractors GCR and RBA were invited to participate in the negotiations. Fluor submits that, like its predecessor, its employees who perform accounting clerical work, with the job title of Accounting Clerk III, have not been considered part of the bargaining unit.⁹

iv. Recognition of the Union

By letter dated June 4, 2012, GCR voluntarily recognized the Union and accepted the Union's collective-bargaining agreement with IAP that was to expire in 2014, to be used in

⁷ The wage schedule (Appendix A) of the Union's collective-bargaining agreement with IAP, which was effective by its terms from July 1, 2011 to June 30, 2014, specifies "Dispatcher/Clerk Typist" as one of the unit classifications. Apparently considered by the parties to be a plant clerical employee classification, "Dispatcher/Clerk Typist" is also listed in the wage schedule of the current collective-bargaining agreement between Fluor, RBA, GCR and the Union. GCR does not employ any Dispatcher/Clerk Typists. Fluor currently employs a Dispatcher/Clerk Typist. There is no record evidence concerning the duties or functions of that employee.

⁸ The record does not show the job classifications of the IAP employees who performed accounting work.

⁹ These individuals were identified at the hearing as "Accountant IIIs," like GCR's employee at issue herein.

completing a bridge agreement with the Union. Fluor, GCR, and RBA then negotiated a collective-bargaining agreement with an effective date of July 1, 2012, which is the date that each employing entity was to commence performance of the responsibilities under the newly-awarded government contract. During these negotiations, there was no discussion about the type of clerical employees GCR intended to employ, or whether or not clerical employees should be included in the unit.

C. GCR's Workforce and Organizational Hierarchy

At the time of the hearing, there were approximately 27 bargaining unit employees employed by GCR at Blount Island in the following classifications: Carpenter, Electrician, Laborer, General Mechanic, HVAC Mechanic, Maintenance Mechanic, Tractor Operator, Painter, HVAC Person, Plumber, Hazardous Waste Specialist, and General Maintenance Worker.¹⁰ As noted above, subsequent to the filing of the petition, the parties agreed to include the Work Control Clerk employed by GCR in the unit. In addition to the Accountant III, GCR employs custodial employees and a quality control technician at Blount Island, who are not in the unit.

With respect to GCR's organizational hierarchy at Blount Island, there is a Site Manager (also called Project Manager), who is responsible for GCR's overall on-site operations. The Site Manager reports to managers in GCR's corporate offices in North Carolina. The Assistant Site Manager acts as an estimator and reports to the Site Manager. GCR also employs an electrician lead who is apparently in the unit and has some responsibility for the work of the two or three other electricians employed by GCR. Similarly, the custodial lead is responsible for the custodial staff, who are not in the bargaining unit.

¹⁰ The record does not reflect how many Fluor and RBA employees are in the bargaining unit.

D. The Accountant III Position

i. History of the Accountant III Position

In late June 2012, shortly before GCR began its operations at Blount Island, it hired an individual who had worked as an Administrative Assistant for IAP, to fill the position of Accountant III. The Union's Assistant Business Manager provided uncontroverted testimony that during negotiations with GCR in June 2012, GCR did not advise the Union of its intention to create or fill an Accountant III position, and no bargaining took place over this position. The former IAP Administrative Assistant was only employed by GCR for two or three weeks, to assist in GCR's start of its operations. GCR hired an Accountant III later in July, or in August or September 2012, and that individual has been the only Accountant III since that time.¹¹ As noted above, Fluor employs accounting employees ("Accounting Clerks III") who are not included in the bargaining unit. GCR does not use Fluor's accounting employees. Rather, GCR's Accountant III and certain employees in its corporate office perform the accounting work, payroll work and certain human resources work required for its Blount Island operations.

ii. Supervision of the Accountant III

The Accountant III is supervised by the Site Manager and she also has reporting requirements to several individuals who work in the corporate office in North Carolina. Thus, unlike the other unit employees, in addition to being supervised by the Site Manager, the Accountant III reports to the corporate controller, a corporate benefits employee, a corporate timekeeping employee, and a corporate staff accounting employee, regarding various payroll, timekeeping and accounting functions she performs. The record is not clear as to the extent, if at all, that the corporate personnel exercise statutory supervisory authority over the Accountant III.

¹¹ That individual testified that at as of the date of the hearing, March 12, 2013, she had worked for GCR as the Accountant III for about six months, i.e. since about September 12, 2012.

iii. Duties of the Accountant III

As established by testimony and documentary evidence, the Accountant III is responsible for creating purchase orders and vouchers for approved purchases, using a Costpoint system. She is also responsible for creating invoices for GCR's month-end billing to the general contractor, Fluor. The Accountant III also processes vendor invoices received in the mail into GCR's computer system. She does not cut checks to send to the vendors, as that function is performed in the corporate office. According to the Accountant III, her duties also include maintaining purchase order requisitions that have been completed by maintenance workers, and have been approved by the Site Manager. It appears that the maintenance workers normally give their purchase order requisitions to the Work Control Clerk, but it is not clear what if anything the Work Control Clerk does with them or how they are delivered to the Accountant III. For purchases over \$500, the Site Manager will sign the requisition form or a purchase order estimate indicating that he agrees with the amount of the purchase. For purchases less than \$500, the Accountant III contacts the vendor for a ship date.

For all purchases, the Accountant III receives a packing slip and invoice when the item is delivered, inputs the invoice into GCR's database so it can be reviewed by personnel at the corporate office, and then prints a purchase order, which is signed by the Site Manager, whether or not the amount exceeds \$500. Before giving vendor paperwork to the Site Manager, the Accountant III reviews it to make sure it is correct. The Accountant III testified that she decides how much office material to buy, although she does not approve the purchases. At times, if there is a discrepancy in the handling of purchase orders, she may report back to the Site Manager. The Accountant III testified that she does not have any say in whether requisitions should be approved or disapproved. If there is work that needs to be subcontracted, the Accountant III will ensure that the purchase order is issued and the vendors are paid.

The Site Manager testified that GCR receives resumes and job applications for job postings, and the Accountant III is responsible for ensuring that the applicants meet the job qualifications, determining that all paperwork is completed on the application, and forwarding the resumes to the corporate office. If an employee is promoted, the Accountant III is responsible for filling out a personnel change form and submitting it to the corporate office. On payroll matters, the Accountant III deals with an executive who is based in GCR's corporate headquarters in North Carolina. She also deals directly with that executive with regard to issues involving contract modification or overpayments.

According to the Site Manager, the personnel change forms contain employees' names, mailing addresses, employment status, job titles, reasons for change and pay rates. GCR claims that in handling job applications, the Accountant III has access to confidential information, including driver license numbers and social security numbers. However, the Accountant III testified that there is not any paperwork in her office that contains the social security numbers of employees, and that this information is kept in the corporate office.

GCR also presented evidence that the Accountant III has responsibilities with respect to records of disciplinary actions, which are kept in her office in a personnel jacket. These jackets also contain employees' pre-employment packets, vacation requests and leave slips, and are kept in a locked cabinet for which the Accountant III is the only person who has the key.

Employees record their hours worked on time sheets which are submitted to the Accountant III. The Accountant III reviews the time sheets completed by employees daily and electronically processes the time sheets into a database maintained by GCR. If an employee's time records show that the employee worked more or less than the regularly scheduled eight hours, the Accountant III may contact the employee and try to correct the issue or she may bring such issues to the Site Manager's attention. The Site Manager testified that the majority of the time he approves the information presented by the Accountant III concerning time sheets and leave slips without independently checking on it, but he does perform spot checks on

timekeeping records. The Accountant III testified that the timekeeping information that she inputs into the database is approved by personnel at GCR's corporate office in North Carolina, and that she does not approve or disapprove the time records.

Testimony and documentary evidence establish, as stated on the Accountant III job description, that it is her job to make sure that time entries, such as overtime entries, and pay rate and benefit entries are correct, that employee time records are approved by management weekly, and that corporate payroll is notified when payroll processing may begin. The Accountant III is responsible for documenting if an employee calls out sick, is on vacation, or is on bereavement leave. The Accountant III also updates employees' health insurance or changes in beneficiaries when necessary. She is also responsible for handling issues involving out-of-class pay for employees --- that is, when employees temporarily work in a job classification other than their regular classification that has a different pay rate than their regular classification.

The Accountant III testified that she speaks directly with representatives in the corporate office regarding human resources issues related to new hires or payroll. She communicates with the corporate office by email or by phone. The Site Manager testified that in a given week, 15 to 20 percent of the Accountant III's duties involve the performance of human resources functions.

The Site Manager acknowledges that the Accountant III is not a secretary to anyone who formulates, determines, or effectuates labor policy for GCR. The Accountant III does not sign off on or approve payroll. Although the Accountant III may purchase office supplies, she does not have access to company bank statements and she does not make decisions regarding human resources matters.

iv. Requirements for the Accountant III position

According to the Site Manager, and as stated on the Accountant III job

description, the Accountant III is required to have a two-year degree in accounting, business or a related field; or equivalent work experience, and is required to have five years' experience in the accounting field. The Accountant III is required to be proficient in Microsoft Word, Excel and Outlook, and to have knowledge of accounting policies and practices. The record does not reflect whether or not the incumbent Accountant III has a degree in accounting, business or a related field, and does not reveal any experience she may have in the accounting field.

The Accountant III was sent to corporate headquarters for a week to attend finance, accounting and human resources training. None of GCR's other employees at the Jacksonville facility were sent to corporate headquarters for training.

v. The Accountant III's terms and conditions of employment

The Accountant III works in a double-wide trailer that has four offices. The Site Manager and the Assistant Site Manager share an office in the trailer. Additionally, the Work Control Clerk have an office in the trailer. GCR's quality control technician and a safety technician employed by FLUOR share another office in the trailer. None of the maintenance workers or craftsmen has offices in the trailer; they either work in a nearby warehouse, where supplies and equipment are kept and some light fabrication work is performed, or they work in the field, i.e. at various locations on Blount Island.

The Accountant III works from 7:00 a.m. to 3:30 p.m., as do the other office and maintenance employees of GCR. She is paid on an hourly basis. According to the Site Manager, the Accountant III has no promotion potential at GCR's Blount Island facility. Like other employees, she completes a time sheet. The Accountant III, Work Control Clerk, and quality control technician each wear GCR-provided polo shirts with GCR's logo at work. The maintenance employees wear brown t-shirts. GCR provides a break room which is available for use by all employees.

vi. Interchange, Cross-Training, Work-Related Contacts, and Functional Integration Involving the Accountant III

There is no evidence of any interchange or cross-training between the Accountant III and the maintenance employees. None of the maintenance employees in the bargaining unit are required to have comparable or similar education and work experience as that required for the Accountant III position. According to the Site Manager, during the time between the end of the first Accountant III's brief employment and the current Accountant III's start of work, the Work Control Clerk performed the time-keeping duties that are regularly performed by the Accountant III. However, the accounting work normally performed by the Accountant III was left to personnel at GCR's corporate office during that time. As of the time of the hearing, the Work Control Clerk had not been cross-trained to perform the Accountant III's human resources or accounting functions such as the processing of purchase orders and end of the month invoicing. There is no evidence of any plans to cross-train the Work Control Clerk regarding those aspects of the Accountant III's job.

The Accountant III has been cross-trained to perform the work order function of the Work Control Clerk. Maintenance employees enter the office to turn in their material requisitions. Usually these requisitions are received by the Work Control Clerk, but if she is unavailable, the Accountant III can receive them. The record does not reflect the percentage of each other's work duties on which the Work Control Clerk and Accountant III have been cross-trained, nor does the record reflect any specific instances when the Work Control Clerk actually performed Accountant III duties, except during the brief vacancy in the Accountant III position.

The Site Manager acknowledges that the Work Control Clerk and the Accountant III exist, at least in part, to support the maintenance workers. Work requests are called in to the Work Control Clerk, who creates the service call that is issued for the problem. The Accountant III then makes sure the required parts are available and paid for.

According to the Accountant III, she speaks to the maintenance workers in the field on a daily basis. The record does not reflect to what extent she interacts with the maintenance workers, or whether these conversations are social or work-related. She does not give the maintenance employees work orders and she does not get work orders from them. She makes no independent decision as to their performance. The Site Manager testified that the maintenance employees do not regularly have work-related reasons to deal with the Accountant III.

II. Analysis

A. The legal standards

Unit clarification is appropriate to resolve ambiguities concerning the unit placement of individuals who have come within a new classification or are in an existing classification that has undergone recent, substantial changes in the duties and responsibilities of employees so as to create real doubt as to whether individuals in that classification remain included or excluded as they had in the past. *Union Electric Co.*, 217 NLRB 666, 667 (1975). Additionally, if it has been established that a new classification is performing the same basic functions historically performed by a bargaining unit classification, the new classification may be properly clarified as belonging in the unit rather than being added to the unit by accretion. *Developmental Disabilities Institute, Inc.*, 334 NLRB 1166, 1168 (2001), citing *Premcor, Inc.* 333 NLRB 1365 (2001). See also *The Boeing Company*, 349 NLRB 957 (2007).

An accretion analysis is appropriate where employees sought to be added to an existing bargaining unit have little or no separate identity and “share an overwhelming community of interest with the preexisting unit to which they are accreted.” *Safeway Stores*, 256 NLRB 918 (1981). The higher standard is imposed because employees are not to be represented without their consent. As stated in *Passavant Retirement & Health Center*, 313 NLRB 1216, 1218 (1994):

The Board has followed a restrictive policy in finding accretions to existing units because employees accreted to such units are not accorded a self-determination election[.] [A]nd the Board seeks to insure the employees' right to determine their own bargaining representative.

In determining, under this standard, whether the requisite overwhelming community of interest exists to warrant an accretion, the Board considers many of the same factors relevant to unit determinations in initial representation cases, i.e., integration of operations, centralized control of management and labor relations, geographic proximity, similarity of terms and conditions of employment, similarity of skills and functions, physical contact among employees, collective bargaining history, degree of separate daily supervision, and degree of employee interchange. *Frontier Telephone of Rochester*, 344 NLRB 1270, 1271 (2005).

Indeed, the factors commonly used to determine whether the group of employees in question constitutes an accretion center on interchange among the new employees and those in the existing unit, and common day-to-day supervision. *Frontier Telephone of Rochester*, 344 NLRB 1270, 1271 (2005). In a typical accretion case, the burden is generally on the party seeking to include the new group to show that the new group has little or no separate group identity. *Tarmac America, Inc.* 342 NLRB 1049, 1055 (2004) citing *Gitano Group, Inc.*, 308 NLRB 1172, 1174 (1992). Accord: *Archer Daniels Midland Co.*, 333 NLRB 673 (2001).

B. Unit Clarification is not appropriate because the Accountant III position is not an accretion to the unit and is not doing basically the same work as previously represented employees

I find that the record does not support clarifying the unit to include the Accountant III position in the unit of maintenance employees. I note, however, that some factors arguably weigh in favor of adding her to the unit. Thus, the Accountant III works in a trailer that is located within several hundred feet of the work area of the unit employees, and works with the Work Control Clerk, who was recently added to the unit, so there is some degree of geographic proximity to the unit employees. She is paid hourly as are unit employees, although the record

does not clearly reflect her hourly wage rate or whether it is similar to the rates paid to the unit employees. As to supervision, for at least some of her duties, the Accountant III is supervised by the Site Manager, who is also ultimately responsible for the supervision of the unit employees, so there is partial common supervision. However, the record does not clearly reflect what percentage of her work duties are supervised by the Site Manager, and what percentage of her work duties are supervised by individuals in GCR's North Carolina corporate headquarters. The Accountant III has some daily contact with unit employees and all employees share the same break room, but, as noted, the record does not reflect for what purposes these contacts are made or how long the contacts last.

There is some evidence of functional integration in that the Accountant III orders parts and equipment needed by GCR's maintenance employees, similar to the Work Control Clerk's creation of service orders for the maintenance employees. However, the nature of these contacts, and the nature of any direct communication that may occur between the Accountant III and maintenance employees with respect to the ordering of parts, is not clear from the record.

Notwithstanding the above, the weight of the evidence does not support a conclusion that the Accountant III position should be clarified into the unit. As noted above, the most important factors that the Board considers in evaluating a unit clarification petition are common supervision and employee interchange, and the absence of these two factors will ordinarily defeat an accretion claim.¹² As to supervision, it appears that a significant number of the Accountant III's job duties require her to be in direct contact with individuals in GCR's corporate headquarters. None of the other unit employees have any contact with corporate headquarters. The only other employee who might deal with corporate headquarters is the Work Control Clerk, but the record does not reflect how frequently this occurs.¹³

¹² See *Milwaukee City Center, LLC*, 354 NLRB No. 77, slip op. p. 3 (2009), quoting *Frontier Telephone of Rochester*, 344 NLRB 1270, 1271 and fn. 7 (2005).

¹³ I note that the Work Control Clerk was added to the unit after the filing of the petition, presumably in part because of the regularity with which she deals with the other bargaining unit employees.

With respect to the important factor of employee interchange, it is undisputed that there is no interchange between the Accountant III and the maintenance employees. In addition, although there is some evidence that the Work Control Clerk performed a limited portion of the Accountant III duties when the Accountant III position was temporarily vacant, the evidence of day-to-day interchange between the Accountant III and the Work Control Clerk is minimal. Similarly, there is no evidence of permanent transfers between employees in the Accountant III position and employees in any other position.

Other factors also weigh against a finding of accretion. The Accountant III's skills and training are quite dissimilar from those of the maintenance employees, who perform trade work such as plumbing, carpentry, electrical, mechanical, HVAC, maintenance and general laborer work, rather than office work. In addition, the historic exclusion of employees who perform accounting clerical work from the bargaining unit and the exclusion of Fluor's Accounting Clerk IIIs from this same bargaining unit militate against a finding of accretion.

On balance, I find that the Petitioner has not met its burden of demonstrating that the Accountant III shares such an overwhelming community of interest with the unit employees as to require clarification of the position into the bargaining unit. The Accountant III appears to have a separate identity from the unit employees in view of her separate and discrete duties, as well as her relationship to GCR's corporate offices in North Carolina. In view of the above, and the record as a whole, I conclude that the Accountant III does not constitute an accretion to the unit, and that clarification of the unit to include that position is not appropriate.¹⁴

III. Order

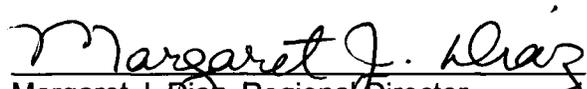
It is hereby ordered that the petition is dismissed.

¹⁴ In so finding, I note that with respect to GCR's and Fluor's claims that the Accountant III is an office clerical employee, some, but not all, of her duties do appear to be in the nature of the duties of an office clerical employee. I also note that the Accountant III is not GCR's only unrepresented employee, and that its janitors, quality control technician and safety technician are also unrepresented. In addition, Fluor's Accounting Clerk IIIs are unrepresented, and the record is silent as to whether or not other employees of Fluor and/or RBA are unrepresented.

IV. 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, D.C. 20570-0001. This request must be received by the Board in Washington by 5:00 p.m., EST on May 31, 2013. The request may not be filed by facsimile.¹⁵

DATED at Tampa, Florida this 17th day of May, 2013.


Margaret J. Diaz, Regional Director
National Labor Relations Board, Region 12
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¹⁵ The request may be submitted electronically through the Agency's website at www.nlr.gov, as well as by hard copy. To file the request electronically, go to the Agency's website at www.nlr.gov, select **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions.