

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

**DOLLAR RENT A CAR SYSTEMS, INC.,
d/b/a DOLLAR RENT A CAR-FLORIDA¹**

Employer

and

Case 12-RC-8544

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION #79, AFL-CIO, CLC²**

Petitioner

DECISION AND DIRECTION OF ELECTION

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 before a hearing officer of the National Labor Relations Board, herein called the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding,³ I find:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. Dollar Rent a Car Systems, Inc., d/b/a Dollar Rent a Car-Florida, herein called the Employer, is an Oklahoma corporation with offices and places of business located

1/ The Employer's name appears as amended at the hearing.

2/ The Petitioner's name appears as amended at the hearing.

3/ The brief of the Employer has been carefully considered.

throughout the United States, including Tampa, Florida, where it is engaged in the retail and non-retail leasing and service of automobiles. During the past 12 months, the Employer, in conducting its business operations, derived gross revenues valued in excess of \$500,000 and during the same period of time purchased and received goods and materials at its Tampa, Florida facilities, valued in excess of \$50,000 directly from points located outside the State of Florida. Based upon the foregoing, and in accordance with the stipulation of the parties, I find that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that it will effectuate the policies of the Act to assert jurisdiction in this proceeding.

3. The parties stipulated, and I so find, that International Brotherhood of Teamsters, Local Union #79, AFL-CIO, CLC, herein called the Petitioner, is a labor organization within the meaning of Section 2(5) of the Act.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Sections 2(6) and (7) of the Act.

The Petitioner seeks to represent certain employees at the Employer's Tampa International Airport and Spruce Street facilities.⁴ In this regard, the parties stipulated that the appropriate bargaining unit should include all full-time and regular part-time service agents, greeters, turn back specialists, shuttlers, preventative maintenance (PM) mechanics, bus drivers and paintless dent repair (PDR) employees at these facilities. The parties also stipulated that the appropriate bargaining unit should exclude the job classifications of rental agents, office clerical employees, administrative employees, maintenance manager, service shift manager, station managers, customer service representatives, guards, supervisors as defined in the Act and all other employees. However, the Employer contends that employees employed at the

⁴/ The parties stipulated that there is no contract bar to an election in this case and that there is no history of collective bargaining between the parties.

Employer's Clearwater Airport and St. Petersburg, Florida facilities should also be included in the appropriate bargaining unit. In particular, the Employer notes that there are 8 additional employees which it seeks to include in the bargaining unit, whose job classifications and assigned locations are as follows: 1 lead service agent, 2 service agents and 3 bus drivers in Clearwater Airport, as well as 2 service agents in St. Petersburg. On the other hand, the Petitioner maintains that the employees employed at the Employer's facilities located in Clearwater and St. Petersburg, Florida should be excluded from the bargaining unit found appropriate herein because they do not share a community of interest with the petitioned-for employees.⁵ There are approximately 33 employees in the bargaining unit sought by the Petitioner. There are approximately 41 employees in the unit urged by the Employer. Thus, the only issue presented is the scope of the bargaining unit.

William Harper, the sole witness at the hearing, testified that he has been employed with the Employer for 10 years, the last 5 years of which he has been the Employer's city manager for the Tampa, Florida area, overseeing the entire operation for rental and maintenance of vehicles in his territorial jurisdiction. Harper works at the Employer's Tampa International Airport facility and previously held the positions of rental agent and station manager at that facility. Harper reports to the Employer's director of operations for the State of the Florida, who is also located in Tampa, Florida, where the Employer has its corporate human resource department. Harper noted that, in the Tampa, Florida area, the Employer has 4 facilities: Tampa International Airport; Spruce Street; Clearwater; and St. Petersburg. All of the Employer's facilities operate 7 days per week. The Employer's peak seasonal periods are February through Easter, Christmas and October.

⁵/ The Petitioner initially asserted that the lead service agent was a statutory supervisor. However, the parties eventually stipulated that the lead service agent is not a supervisory employee and should be included in the bargaining unit found appropriate herein, subject to a determination on the proper scope of the bargaining unit.

The Employer's facility at the Tampa Airport, has 4 rental counters, 1 check-in counter, a car return deck, and a quick turn-around (QTA) facility where cars are serviced. The record reflects that, at its Tampa Airport facility, the Employer employs 13 service agents, 5 greeters, and 7 shuttlers. The Tampa Airport facility operates 24 hours a day, 365 days per year and has 3 work shifts supervised by the station managers and service managers during the first 2 shifts. The Employer's Spruce Street facility, which is about a 3-4 minute car ride from the Tampa Airport, houses the maintenance facility and has 1 rental counter, a QTA facility and maintenance bays. The record shows that, at its Spruce Street facility, the Employer employs 3 service agents, 2 preventative maintenance mechanics, 1 turn back specialist, 1 bus driver and 1 paintless dent repair (PDR) employee. The Spruce Street facility operates from 7:00 a.m. to 9:00 p.m. and has 2 work shifts supervised by the maintenance manager, who works from 8:00 a.m. to 5:00 p.m.

The Employer's Clearwater Airport facility, which has one rental counter and a QTA facility, is located on U.S. Highway 19 North in Clearwater, Florida, and is about 20-23 miles (25-30 minutes driving distance away) from the Tampa Airport and Spruce Street facilities. The Employer's Clearwater Airport facility has 1 station manager, 1 lead service agent, 2 service agents and 3 bus drivers. The Clearwater Airport facility operates from 7:00 a.m. to 10:00 p.m. and has 2 work shifts supervised by the station manager. The Employer's St. Petersburg facility, which has one rental counter and a QTA facility, is located in St. Petersburg beach on Gulf Boulevard and is about 30 minutes driving distance away from the Tampa Airport, Spruce Street and Clearwater Airport facilities. The Employer's St. Petersburg facility has 2 service agents per day, one of whom regularly works at both the Clearwater Airport and St. Petersburg facilities. The St. Petersburg facility operates from 8:00 a.m. to 6:00 p.m. and has one work shift with no supervisor on-site. Harper visits the Clearwater Airport and St. Petersburg facilities about 2-3 times a month.

All of the Employer's managers, including station managers, at the 4 facilities in Tampa, Florida, report to city manager William Harper.⁶ The Clearwater Airport and St. Petersburg facilities have one station manager responsible for both locations, including performing duties involving payroll and time-keeping of employee work hours. In this regard, every 1-2 years, Harper rotates the station manager at the smaller Clearwater Airport and St. Petersburg facilities for cross-training purposes. Accordingly, in the past 5 years, Harper has transferred 6 station managers to the Clearwater Airport and St. Petersburg facilities, at least 2 of whom were transferred from the Employer's larger Tampa Airport facility and subsequently back to that location. The Tampa Airport facility has 3 station managers who share various tasks, whereas the station manager at the Clearwater Airport and St. Petersburg facilities performs all of those duties alone.

Pamela Andrews, whose working hours are Monday through Friday, 7:00 a.m. to 5:00 p.m., is currently the station manager for the Clearwater Airport and St. Petersburg facilities. Andrews was previously the station manager at the Tampa Airport facility and one of the current Tampa Airport facility station managers was rotated in and out of the Clearwater Airport facility. Since the Clearwater Airport and St. Petersburg facilities are open 7 days a week into the evening, the station manager at the Tampa Airport facility becomes the supervisor responsible for the Clearwater Airport and St. Petersburg facilities on weekends, as well as after 5:00 p.m. on Monday through Friday. In particular, if a service agent or bus driver, at the Clearwater Airport and St. Petersburg facilities, encounters a personnel or vehicle problem during a time when the station manager is not on duty, he/she must contact the appropriate manager at the Tampa Airport facility, which may include the maintenance manager or service shift manager. Examples of such problems would be if a vehicle is not operating properly or if an employee fails to report to work.

⁶/ The Employer has grouped its 4 facilities in Tampa, Florida under the common management and supervision of a city manager for about the past 6½ years.

The record reveals that the Employer's city manager is the management official who makes all final decisions regarding employee terms and conditions of employment for the four Tampa, Florida area facilities. The Employer's station managers generally interview employment applicants, review their applications with Harper and make hiring recommendations. However, Harper must give final approval for all new employees hired. Thus, Employer managers at individual facilities do not have independent authority to hire employees. In addition, managers and supervisors at all of the Employer's facilities in the Tampa area are required to report disciplinary or personnel problems to Harper, who is the final authority concerning those matters. All written discipline has to be approved by Harper, who conducts independent investigations of employee disciplinary issues. Hence, managers and supervisors do not have authority to independently discipline, suspend or terminate employees, nor can they independently transfer employees from one location to another without Harper's approval. Similarly, all employee evaluations, which are conducted in May of every year and are used for purposes of determining promotions and merit wage increases for employees, are reviewed and given final approval by Harper. However, managers at each of the Employer's facilities have the authority to grant overtime work, but Harper receives a bi-weekly report on all overtime work performed.

Harper testified that service agents prepare the cars for rental after they have been returned from the most recent customer and their responsibilities include vacuuming the cars, cleaning the windows, filling the cars with fuel, and checking the tires and fluid levels in the car, such as windshield washer and oil. The service agents at the Employer's Tampa Airport and Spruce Street facilities perform the same tasks as service agents at the Employer's Clearwater Airport and St. Petersburg facilities. All service agents are paid on an hourly basis, work about 40 hours per week, have the same opportunities to work overtime at any of the Employer's Tampa area facilities,

have the same breaks, and generally share the same benefits and working conditions, except that the employees at the St. Petersburg facility work 10-hour shifts.

The record further demonstrates that there is employee interchange among the Employer's facilities, whereby service agents temporarily transfer from one location to another or others fill in for service agents. In this regard, Harper testified that 2-3 times per month, the service agents at the Clearwater Airport and St. Petersburg facilities temporarily work at the Tampa Airport and Spruce Street facilities to perform service agent duties. Likewise, about once per week and more often during peak seasonal periods, service agents from the Spruce Street facility temporarily transfer to the Tampa Airport facility to fill in as service agents. In addition, when necessary, a bus driver or PM mechanic may perform some duties of service agents. These instances occur during heavy volume times, when all service agents city-wide have an opportunity to pick up overtime work. Likewise, about once per month, service agents from the Tampa Airport and Spruce Street facilities temporarily fill in for service agents at the Clearwater Airport and St. Petersburg facilities, and vice versa, during times when those employees are on vacation or sick leave.⁷

Several service agents have also permanently transferred from one of the Employer's facilities to another. Harper stated that he knows of at least 4 employees who have permanently transferred from one location to another. For example, within the past 2 years, employee James Bowden was a service agent at the Tampa Airport facility prior to being transferred, at his request, to his current position as service agent at the St. Petersburg facility. Likewise, within a recent 18-month period, employee Carlos Ortiz originally was a Tampa Airport service agent who transferred to the Clearwater Airport facility as a service agent, and then transferred to the St. Petersburg

⁷ There are no employees who are regularly scheduled to work at both the Tampa Airport and Spruce Street facility, or at the Tampa Airport along with the Clearwater Airport or St. Petersburg facility during the same week.

facility as service agent, and subsequently transferred to the Spruce Street facility as a PM mechanic. In this regard, regardless of the facility where they work, service agents from all facilities are eligible for promotion to a PM mechanic or other position with the Employer, when those employment opportunities are available. Employees may also transfer to work for the Employer in other cities within the State of Florida.

The lead service agent, Pam Sydlow, works in the Clearwater Airport facility and enters information into the Employer's computer system concerning the transferring of vehicles from one location to another. The lead service agent is also responsible for contacting the maintenance department, 2-3 times a day, and speaking to either the maintenance manager, Danny Maynard, his administrative clerk or a mechanic, in order to determine which vehicles need to be sent to the maintenance bays at the Tampa Airport facility. The lead service agent has no authority to hire, fire, suspend, discipline, evaluate, or grant time off to employees or to effectively recommend any of those actions. The lead service agent works the same shift as the service agents, spends about 75 percent of the time performing work done by service agents, receives \$1.00 more per hour, and wears the same uniform as the service agents, which consists of either pants or a pair of shorts and a polo-type shirt with the Employer's logo on it.

The Employer employs bus drivers at its Spruce Street and Clearwater Airport facilities and they perform the same or similar tasks at both locations. The Employer's bus driver at the Spruce Street facility generally transports customers from the Spruce Street and/or Tampa Airport facility primarily to the Port of Tampa (the cruise port) and occasionally picks up customers from a hotel or a home, if they are in the general vicinity. About once a month or so, the bus drivers at the Employer's Clearwater Airport facility assist, generally on an overtime basis, the bus driver at the Spruce Street facility. Such assistance is necessary during times of the year when the cruise business has very high volume or when the bus driver, at the Spruce Street facility, takes vacation or sick leave. Similarly, about every other month, the bus driver at the Spruce Street facility

works at the Clearwater Airport facility when those bus drivers take a personal day, vacation or are otherwise absent. Furthermore, when the bus drivers at the Clearwater Airport facility have a mechanical problem with the bus they are assigned to drive, they contact the maintenance manager, Danny Maynard, at the Spruce Street facility. All of the Employer's bus drivers wear the same uniform, regardless of the facility where they work. Moreover, regardless of the facility where they work, bus drivers from all facilities are eligible to apply for a promotion to a PM mechanic or other position with the Employer, when those employment opportunities are available.

The Employer's mechanics, who both work at the Spruce Street (maintenance) facility, perform maintenance and repair work, at that facility, on all vehicles rented from the Employer's Tampa area facilities, including the Clearwater Airport and St. Petersburg facilities. When a car needs repair or maintenance work performed, the Employer's shuttlers, who are located at the Employer's Tampa Airport location, drive the vehicles from a particular Tampa area facility, including Clearwater Airport and St. Petersburg, to the Spruce Street facility and back to its original location. In addition, the Employer's mechanics visit the Clearwater Airport and St. Petersburg facilities about once or twice per month on occasions when a car is missing an anti-theft device key, which is a computer chip known as a smart key. On those occasions, the mechanics install a reader device in the car that reads the code needed to make a new key.

The Employer receives deliveries of new cars about 40-50 percent of the time throughout the year, which are then transferred to the Employer's various facilities. In this regard, the Employer's shuttlers drive the cars to the Employer's facilities, including Clearwater Airport and St. Petersburg. In particular, the Employer's shuttlers visit the Clearwater Airport and St. Petersburg facilities about 3-4 times per day, to engage in regular work duties, such as delivering new cars and returning cars or a replacement to its original location when customers pick up a car in one of the Employer's Tampa area facilities and return it to another. On a daily basis, shuttlers transport approximately 15-

40 cars from one of the Employer's facilities to another, about 60 percent of which are transferred from the Tampa Airport to the Clearwater Airport and St. Petersburg facilities. When necessary, service agents sometimes temporarily perform the work duties of shuttlers. Each time a vehicle is transported from one facility to another, the Employer generates a document, called a trip ticket, authorizing the transfer of the vehicle. About 95 percent of the time, rental vehicles are transferred to one of the Employer's 4 facilities located in the Tampa, Florida area, rather than to an outside geographical area.⁸

The Employer uses a standard wage rate progression scale applicable to all of its employees, which is based on an Employer-conducted market survey of similar businesses and job titles in the Employer's surrounding geographical area. Harper uses the market survey to establish and adjust wage rates which are common to employees at all of the Employer's facilities in the Tampa area. Moreover, all employees are subject to the same terms and conditions of employment, such as work, safety and disciplinary rules, as described in the Employer's state-wide employee handbook.

When the Employer receives a shipment of new cars, all employees at the Spruce Street location assist in performing several tasks prior to the cars being delivered to the Employer's various Tampa area facilities, including Clearwater Airport and St. Petersburg, such as removing interior or exterior protective coatings, installing hubcaps, floor mats and electrical fuses, inflating tires and filling necessary fluids.

All of the Employer's Tampa area locations have 2-way radios which all employees can use to communicate with each other at different facilities by using

^{8/} The Employer also employs, only when necessary, 15-40 temporary employees who are contracted to perform the work duties of shuttlers. For example, on September 15, 2000, the Employer used temporary employees from Florida Fleet to transport 17 vehicles from its Tampa Airport facility to the Clearwater Airport facility and 6 vehicles from its Tampa Airport facility to its St. Petersburg facility. In addition, temporary employees sometimes drive shuttle vans. However, the Petitioner and the Employer stipulated that the temporary employees should not be included in the bargaining unit found appropriate herein.

separate radio frequencies. In particular, at the Tampa Airport facility, the service shift manager, a greeter, the lead shuttle driver and check-in rental agents each have a radio. At the Spruce Street and Clearwater Airport locations, each facility and bus has a radio. At the St. Petersburg location, the office and the service agent has a radio. Employees use the radios in order to communicate when it is necessary to pick up customers and transfer rental vehicles from one location to another. In addition, all of the Employer's management staff communicate via computer electronic mail (E-mail) through their company-provided E-mail addresses.

All of the Employer's Tampa area facilities, except the St. Petersburg location, have gas pumps on their site. The service agents fill the vehicle gasoline tanks, complete a gasoline log for each car that they fuel and submit the information to the service shift manager at the Tampa Airport facility, the maintenance manager at the Spruce Street facility or the lead service agent at Clearwater Airport facility. They in turn submit that information to David Paris at the Spruce Street facility, who reviews and maintains all the fuel records for the facilities that have fuel pumps. Occasionally, Paris speaks directly to managers or employees about any discrepancies in the fuel records. Paris reports to Danny Maynard, maintenance manager and Tom Was, service manager at the Tampa Airport facility. Each facility is billed separately for fuel and has its own operating budget.

Ann McGovern, administrative assistant, works at the Spruce Street facility and is responsible for maintaining all employee personnel files, including those for employees from the Clearwater Airport and St. Petersburg facilities, as well as handling health benefit, payroll, retirement, time-keeping and employee uniform issues; McGovern regularly speaks to employees concerning those matters, especially when finding discrepancies in documents listing the number of employee hours worked. In this regard, employee time records are maintained in a central location after they are inputted into the Employer's computer system via a swipe card used by all employees

when clocking in and out of work.⁹ McGovern regularly orders replacement uniform pieces for employees when receiving such requests from them.

The Employer uses the same employment application for all of its facilities. All employment applicants, regardless of their prospective work location, must undergo a drug screening test which is initiated through the completion of documents provided by Harper's administrative assistant, Ann McGovern. Moreover, the Employer posts, on a city-wide basis, employee vacancy and promotion announcements in which all employees, regardless of the facility where they work, are eligible to apply. As city manager for the Tampa area, Harper reviews and authorizes all postings for employment announcements. Some employment announcements with the Employer, if they are promotions, may also be posted on a corporate-wide basis within the State of Florida. Moreover, about 8-10 times a year, employees from all of the Employer's facilities attend "customer first meetings" which focus on concepts associated with team-work. The Employer conducts its customer training program on a nationwide basis and is open for all employees to attend, including areas outside of Tampa, Florida. Approximately 4-6 times per year, the Employer also conducts safety, as well as health and retirement benefits meetings, where generally all employees from the Employer's Tampa, Florida facilities are invited to attend. All Tampa, Florida employees are also entitled to attend an Employer-sponsored annual Christmas party.

Section 9(b) of the Act provides that "[t]he Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit or subdivision thereof." In this regard, the cornerstone of the Board's policies on appropriateness of bargaining units is the

^{9/} On occasions when employees start their work shift at one of the Employer's facilities and temporarily transfer to another facility, the employees clock out of work at the location where they finish their shift.

community of interest doctrine, which operates “to group together only employees who have substantial mutual interests in wages, hours, and other conditions of employment.” 15 NLRB Ann. Rep. 39 (1950). “Such a mutuality of interest serves to assure the coherence among employees necessary for efficient collective bargaining and at the same time to prevent a functionally distinct minority group from being submerged in an overly large unit.” Allied Chemical & Alkali Workers v. Pittsburgh Plate Glass Co., 404 U.S. 157, 172-173 (1971).

The degree to which employees share a community of interest is measured by a number of factors, including similarity in the method of payment of wages; hours of work; employment benefits; nature of supervision; difference in training and skills; interchange or contact with other employees; functional integration; and the extent to which they have historically been a part of a distinct bargaining unit. Kalamazoo Paper Box Corp., 136 NLRB 134 (1962). Furthermore, it is well established that, in deciding the appropriate unit, the Board first considers the union’s petition and whether that unit is appropriate. P.J. Dick Contracting, 290 NLRB 150, 151 (1988). The Board’s declared policy is to consider only whether the unit requested is an appropriate one, even though it may not be the optimum or most appropriate unit for collective bargaining. Overnite Transportation Co., 322 NLRB 723 (1996).

The Employer herein contends that the petitioned-for employees working exclusively at the Employer’s Tampa Airport and Spruce Street facilities do not constitute an appropriate bargaining unit. In this regard, the Employer contends that the operations at its 4 facilities, in the Tampa area, are functionally integrated and that the employees in the petitioned-for unit have no separate and distinct identity. The Employer supports its contention that only a city-wide unit, consisting of all 4 of its facilities in the Tampa area, is appropriate herein by referring to the Employer’s functional integration and interchange of employees, uniform working conditions, centralized control of labor relations, geographic proximity of the facilities, absence of

local autonomy in the petitioned-for locations and lack of collective bargaining history among its employees in the petitioned-for unit. Thus, the Employer ultimately argues that the appropriate unit in this case is an area-wide unit, consisting of all 4 of its facilities in the Tampa, Florida area.

In determining whether a petitioned-for multi-facility bargaining unit is appropriate, the Board evaluates the following factors: 1) employees' skills and duties; 2) terms and conditions of employment; 3) employee interchange; 4) functional integration; 5) geographic proximity; 6) centralized control of management and supervision; and 7) bargaining history. J&L Plate, 310 NLRB 429 (1993); NLRB v. Carson Cable TV, 795 F.2d 879, 884 (9th Cir. 1986).

In Alamo Rent-A-Car, 330 NLRB No. 147 (March 17, 2000), the employer, a national company engaged in the retail rental of automobiles, had four facilities located in the San Francisco area; an airport facility, a maintenance facility, and 2 downtown facilities. The petitioner therein sought to represent, among other employees, service agents, pre-delivery inspection employees/fleet control, and shuttlers employed exclusively at the employer's airport and maintenance facilities. The Board held that the appropriate bargaining unit could not exclude the employer's 2 downtown facilities, which were located 10 miles away from the airport facility, because the proposed unit did not conform to any administrative function or grouping of the employer's operation. In particular, the Board found that there was neither substantial employee interchange nor significant functional integration between the 2 proposed facilities that was distinguishable from that which existed among all 4 of the employer's facilities. The Board also found that the employees at the 2 proposed facilities did not share common supervision apart from the employees at the 2 downtown locations. The facts in Alamo are strikingly similar to those presented herein and are relied upon in reaching a determination as to the appropriate bargaining unit herein.

Applying the relevant case law to the facts herein, the record establishes that the Employer employs a lead service agent, service agents and bus drivers at its Clearwater Airport and St. Petersburg facilities and that such employees perform work similar to that performed by employees in the same classifications employed at the Employer's Tampa Airport and Spruce Street facilities. In this regard, the Board has held that similar classifications and similar work performed by employees at multiple locations is a significant factor in finding a multi-facility unit appropriate. Cheney Bigelow Wire Works, 197 NLRB 1279 (1972). The record also discloses that there is a high degree of centralization of the Employer's labor relations. Indeed, the evidence shows that William Harper, city manager, makes all final determinations regarding employee wages, hiring, firing, promotions, transfers, and discipline. Moreover, it is undisputed that the lead service agent, service agents and bus drivers at all 4 of the Employer's facilities are subject to the same terms and conditions of employment, including wages, work rules, disciplinary rules, evaluations, promotions and transfers, as described in the Employer's state-wide employee handbook. This centralization of administrative functions is a significant factor, but by itself does not render the petitioned-for unit "inappropriate" for collective bargaining purposes. Burns International Security Service, Inc., 257 NLRB 387, 389 (1981). The record further shows that the Employer's facilities are in close geographic proximity to each other; they are all within approximately a 30-mile radius. In this regard, in Capital Coors Co., 309 NLRB 322 (1992), the Board found 2 plants to be a single unit even though they were 90 miles apart. Moreover, it is clear that the parties have no bargaining history.

Employee interchange is a frequent consideration in determining the appropriateness of multi-facility units. Gray Drug Stores, 197 NLRB 924 (1972). In this regard, the record evidence reveals regular temporary interchange of employees among all 4 of the Employer's facilities herein. In particular, Harper testified that service agents at the Employer's Clearwater Airport and St. Petersburg facilities regularly fill in for

service agents at the Tampa Airport and Spruce Street facilities, and vice-versa. Likewise, bus drivers at Clearwater Airport and St. Petersburg facilities regularly fill in for the bus driver at the Spruce Street facility, and vice-versa. In addition, there have been several permanent transfers of employees from the Clearwater Airport and St. Petersburg facilities to the Tampa Airport and Spruce Street facilities, and vice-versa. However, the Board generally considers permanent transfers to be less indicative of multi-facility integration than temporary transfers. Red Lobster, 300 NLRB 908, 911 (1990). Nevertheless, it is clear that there is no substantial employee interchange between the petitioned-for facilities that is distinguishable from that which exists among all 4 of the Employer's Tampa area facilities. Accordingly, analysis of this factor does not support a finding that the Petitioner's proposed two-facility unit is appropriate.

With regard to functional integration, the record establishes that each of the Employer's facilities relies upon the Spruce Street facility to perform all repair, preventative maintenance and pre-delivery functions. In this regard, the Employer's service agents and bus drivers all have regular contact with the maintenance employees at the Spruce Street facility. In addition, customers can and often do rent vehicles at one Tampa area facility and return them at another. As a result, the Employer's shuttlers constantly transfer rental cars between all 4 facilities, with 60 percent of those transfers comprising car movements from the Tampa Airport facility to the Clearwater Airport and/or St. Petersburg facilities. Furthermore, there is no supervisory link between the Tampa Airport and Spruce Street facilities that is not also shared by the Clearwater Airport and/or St. Petersburg facilities. In this regard, the record reflects that service agents at the Clearwater Airport and St. Petersburg facilities, as well as the bus driver at the Clearwater Airport facility, report to supervisory personnel at the Tampa Airport facility after 5:00 p.m. on weekdays and during all hours of operation on weekends. Moreover, the Employer utilizes a supervisory rotation system whereby station managers are rotated into and out of the Clearwater Airport

facility for training purposes. Thus, I find that the Employer has demonstrated a functional integration of its operations and a substantial community of interest among all the petitioned-for employees in its 4 Tampa area facilities. Globe Furniture Rentals, 298 NLRB 288 (1990).

In sum, I find that a unit of the petitioned-for employees, limited to the Employer's Tampa Airport and Spruce Street facilities, is not a distinct and identifiable unit. The record establishes that the Employer's operations are so substantially integrated and centralized as to negate the separate identity of the petitioned-for unit, and that a unit limited to the Employer's Tampa Airport and Spruce Street facilities is not appropriate for purposes of collective bargaining. Relying on Alamo, supra, I find, therefore, in agreement with the Employer, that the appropriate unit consists of the petitioned-for employees in all 4 of the Employer's facilities located within the Tampa, Florida area, including the Clearwater Airport and St. Petersburg facilities.¹⁰ Accordingly, I shall direct an election therein. ¹¹

APPROPRIATE UNIT

The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time service agents, lead service agent, greeters, turn back specialists, shuttlers, mechanics, preventative maintenance mechanics, bus drivers and paintless dent repair (PDR) employees employed by the Employer at its facilities located at Tampa International Airport, Spruce Street, Clearwater Airport and St. Petersburg, Florida; excluding rental agents, office

^{10/} Although the Petitioner's representative stipulated at the beginning of the hearing that bus drivers and shuttlers should be included in the unit with service agents, he made a seemingly contradictory statement at the end of the hearing. I find that the record provides no basis for excluding bus drivers or shuttlers from the unit found appropriate herein, and that the evidence supports the parties' stipulation.

^{11/} The Petitioner stated that it is willing to proceed to an election in any alternative bargaining unit found appropriate herein.

clerical employees, administrative employees, maintenance manager, service shift manager, station managers, customer service representatives, guards, supervisors as defined in the Act and all other employees.

There are approximately 41 employees in the bargaining unit found to be appropriate herein.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate, as described above, at the time and place set forth in the notices of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. 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 ***International Brotherhood of Teamsters, Local Union #79, AFL-CIO, CLC.***

LIST OF VOTERS

In order to insure that all eligible voters may 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 lists of voters and their addresses which may be used to communicate with them. Excelsior Underwear, Inc., 156 NLRB 1236 (1966); N.L.R.B. v. Wyman-Gordon Company, 394 U.S. 759 (1969). Accordingly, it is hereby directed that, within 7 days of the date of this Decision, **2** copies of an election eligibility list, containing the full names and addresses of all eligible voters, shall be filed by the Employer with the Regional Director for Region 12 of the National Labor Relations Board who shall make the lists available to all parties to the election. In order to be timely filed, such list must be received by the Regional Office, 201 E. Kennedy Boulevard, Suite 530, Tampa, Florida 33602-5824 on or before **October 27, 2000**. No extension of time to file the lists 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 timely filed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, Series 8, as amended, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 Fourteenth Street, N.W., Washington, DC 20570-0001. This request must be received by the Board in Washington by **November 3, 2000**. Immediately upon the filing of a request for review, copies thereof shall be served on the Regional Director and the other parties.

ELECTION PROCEDURES

Your attention is directed to Section 103.20 of the Board's Rules and Regulations, a copy of which is attached. Section 103.20 provides that the Employer must post the Board's official Notice of Election at least three (3) full working days before the election, excluding Saturdays and Sundays and that its failure to do so shall be grounds for setting aside the election whenever proper and timely objections are filed.

DATED at Tampa, Florida this 20th day of October 2000.

/s/ Rochelle Kentov

ROCHELLE KENTOV, Regional Director
National Labor Relations Board – Region 12
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