

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 32

(Lemoore, California)

RAYTHEON AEROSPACE  
SUPPORT SERVICES

Employer

and

Case 32-RC-4628

TEAMSTERS LOCAL NO. 533  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, AFL-CIO

Petitioner<sup>1</sup>

ORDER DISMISSING PETITION

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, the undersigned finds:

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

2. The Employer, a Kansas corporation, which is a wholly owned subsidiary of Raytheon Aerospace Company, a Kansas corporation, which is, in turn, a wholly owned subsidiary of Raytheon Aircraft Company, a Kansas corporation, operates an aircraft maintenance facility located at Fallon Naval Air Station, Nevada. During the past twelve months, the Employer has directly sold products and provided services valued in excess of \$50,000 to the United States Navy (United States Department of Defense). Based on the foregoing, I find that the Employer is engaged in commerce within the meaning of the Act. Accordingly, the assertion of jurisdiction is appropriate herein.

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<sup>1</sup> The name of Petitioner is modified to reflect its affiliation with the AFL-CIO.

3. The parties stipulated, and I find, that Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. Petitioner claims to represent certain employees of the Employer.

5. No 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 for the reasons set forth below.

6. Petitioner seeks to add two individuals, a “site lead mechanic” (Mike Crosier) and an “aircraft mechanic” (Joe Prichard), who work at the Employer’s satellite Naval site in Lemoore, California (herein referred to as the Facility or the Lemoore site) into a bargaining unit of four aircraft mechanics and one aircraft mechanic helper it currently represents at the Employer’s satellite site in Naval Air Station, Fallon, Nevada (herein the Fallon site). In the event the Region concludes that it would not be appropriate to add the two individuals at the Facility to the Fallon bargaining unit, Petitioner is willing to represent them in a separate unit. The Employer is opposed to including either or both of the individuals at the Facility to the bargaining unit at the Fallon site and contends that such a multilocation unit would be inappropriate since it would exclude similarly situated employees working at its other satellite sites. The Employer also asserts that the petition should be dismissed since, contrary to Petitioner, it contends that the site lead mechanic is a statutory supervisor and such a finding, would result in a single person bargaining unit which could not be certified.

Pursuant to the Employer’s contract with the United States Government, employees at the Facility in conjunction with its employees at the Fallon site provide full-service maintenance and support to five T-34 aircraft. The T-34 is a Navy aircraft used to maintain safety in gunnery and missile exercises, spotting bombing targets, and for maintaining pilot proficiency. The Employer provides all care and maintenance for the aircraft, including fueling, servicing, cleaning, engine changes, troubleshooting, launch and recovery operations, inspections, and preventive maintenance.

The operations at the Facility and at the Fallon site on the T-34s are similar but not identical as most of the heavy maintenance on the planes is done at the Fallon site. As a result of the shared work on the T-34s various aspects of the required maintenance has to be coordinated between the Facility and the Fallon site<sup>2</sup>. This results in regular if not daily communication between the lead mechanics at the Fallon and Lemoore sites, Doug Barnes and Crosier, respectively. Neither Barnes nor Crosier has supervisory authority over the other nor can either overrule the other regarding operational decisions made at his respective facility. Thus, decisions made regarding the maintenance of aircraft by the lead of the satellite site where the particular aircraft is located at the time, cannot be overruled by the other lead. It is also noted that Barnes is excluded from the

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<sup>2</sup> The engine and aircraft logs are kept at the Fallon site but the parachute logs are kept at the Lemoore site.

bargaining unit at the Fallon site and pursuant to the terms of the collective bargaining agreement, unlike Crosier, only does maintenance work on an emergency basis.

The Employer has various sites associated with the T-34 contract. There are 3 primary sites and nine satellite sites including the Facility at issue herein. The main difference between a primary and a satellite site is the size of the operation. A primary site generally will take care of between 75 to 140 airplanes while a satellite site usually works with 5 or less. The employees at each of the Employer's primary sites are represented by a labor organization; as to the satellite sites only the employees at the Fallon site are represented.

The satellite sites are located in Pax River, Maryland; Ft. Bragg, North Carolina; Ft. Rucker, Alabama; Jacksonville, Florida; Fallon, Nevada; Lemoore, El Centro, and San Diego, California; and Oceana, Virginia. All of the satellite sites are subject to the Employer's satellite site procedures manual which sets out personnel policies and procedures. Each site has a lead aircraft mechanic who reports to Jeffrey Nelson, the Satellite Site Manager. Each site also has an aircraft mechanic and at least the Fallon site also employs an aircraft mechanic helper. All of the individuals in these classifications do work on T-34s appropriate to his/her position; thus, the Employer's job descriptions for each position are applicable at each satellite site. With the exception of the Fallon site where the bargaining unit employees are covered by a collective bargaining agreement, the wages of the employees at the satellite sites are governed by the wage determination document, a register of wage determinations by the U.S. Department of Labor. All employees at the satellite sites have the same payday and, except for the Fallon site, the same benefits. The personnel records for the satellite site employees are maintained in Florida. Training records are kept at each site by the lead mechanic. Openings for jobs at any satellite site are posted at all of these sites. As to distances between the sites, the record only discloses that the Lemoore and Fallon sites are 460 miles apart; however, it is apparent from the locations of the satellite sites that they are spread across the United States and are significant distances apart. There is no evidence of employee interchange or transfers among any of the sites including the Lemoore and Fallon sites. In this regard the record discloses that as to the Facility whenever the mechanic or lead mechanic is scheduled to not work for more than a few days, one of two satellite site rovers is assigned to fill in as opposed to having a permanent employee from a different satellite site act as a fill in. The satellite site rovers work out of the Employer's Florida office and are not permanently assigned to any of the satellite sites.

Regarding the Lemoore and Fallon sites, there is evidence that at times aircraft whose maintenance work is shared between these locations will go on "detachments", i.e., an extended training, to El Centro, California. This occurs approximately 8 or 9 times a year at times for 2 weeks duration. Typically only 2 planes at a time will be on detachment. At that time a team from either or both locations will go there to do maintenance work. When Crosier goes on detachment he goes as a lead mechanic; however he has not been on one in 3 years. According to his testimony, on that occasion he supervised two mechanics out of Fallon. Prichard last went on detachment in January, 1999 for the first time in 2 years. At that time he was working with employees from the

Fallon site. Although there is regular communication between Barnes and Crosier or at times between a lead mechanic and a rank and file mechanic who is filling in for one of the leads, there is no evidence of regular interaction between any of the rank and file mechanics at the Lemoore and Fallon facilities.

The T-34 aircraft is serviced and maintained at the Facility by the site lead mechanic, Crosier, and aircraft mechanic, Prichard, who have been employed by the Employer since December and March, 1991, respectively<sup>3</sup>. Crosier was hired as a supervisor and he views himself as a supervisor. He is the highest-ranking employee at the Facility with respect to the T-34 aircraft maintenance contract. He answers directly to Nelson whose office is located in Milton, Florida. Nelson visits the Facility approximately once a year.

Crosier and Prichard are paid pursuant to the register of wage determinations. Crosier receives 10% more than Prichard in recognition of his additional responsibilities. Also, in view of Crosier's higher rank, he wears a uniform consisting of a white shirt while Prichard's uniform consists of a gray shirt. Crosier's usual hours are 5:00 a.m. to 1:30 p.m. while Prichard usually works between 7:00 a.m. and 3:30 p.m.

Crosier is the primary Employer representative at the Facility when dealing with the Navy's "On-site Liaison Officer" regarding the scheduling of maintenance or dealing with other maintenance issues. Crosier is also wholly responsible for ensuring compliance with the Employer's policies and procedures at the Facility and he is ultimately responsible for scheduling the maintenance work. As previously mentioned Nelson visits the facility only about once a year and Crosier and Nelson speak on the phone only about once or twice a month. According to Nelson's un rebutted testimony, he does not exercise any supervisory authority over Prichard. Because of Prichard's extensive mechanical experience, Crosier has determined that he does not need to closely supervise his work. However, Prichard goes to Crosier or telephones him at home whenever he has any problems at the Facility. At the hearing, Crosier acknowledged that he would have to evaluate any new mechanic's capabilities before he could decide which work assignment to give him/her since these decisions are completely within his discretion. Therefore, Crosier has been placed in a position wherein he represents the Employer in dealing with the Navy and in directing employees.

Other significant facts are also undisputed. Crosier alone decides whether he or Prichard will cover certain shifts. Thus he has the unfettered authority to set Prichard's schedule including assigning overtime according to the customer's needs. The evidence shows that priorities change almost on a daily basis depending on the repair or maintenance problems at hand and the flight schedule. An evaluation of these factors is done by Crosier before he decides on the work assignment and the schedule including whether overtime is necessary. He also grants time-off and approves vacation requests

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<sup>3</sup> Although Crosier performs maintenance work on a daily basis he also spends approximately 2 hours per day on paperwork.

by Prichard. In his testimony, Crosier did not cite any restrictions on his authority to grant vacations and time-off; rather, he testified that in this regard he only needs to contact Nelson to request additional help at the Facility in Prichard's absence. It is evident, therefore, that Crosier can grant vacations and time-off based entirely on his independent judgment.

Although there are no written performance reviews, Crosier monitors Prichard's performance on a daily basis. Thus, whenever Prichard works on a plane to correct a problem, Crosier has to sign off on the repair. Crosier also has to evaluate that Prichard meets certain performance requirements. In addition Crosier determines when training is needed and is responsible for providing this training. Crosier maintains training records for himself and for Prichard.

Regarding discipline, it is undisputed that Crosier has complete authority to issue oral and written warnings. However, he does not have the same authority regarding suspensions or discharge. Decisions to suspend or discharge are made at the corporate office level. Crosier's authority in this regard is limited to placing someone on a five-day administrative leave pending an investigation. There is no evidence that Crosier has exercised his authority to discipline.

In determining whether a person is a statutory supervisor, the Board holds that a person must possess, only one of the specific responsibilities listed in Section 2(11) of the Act. Applying Section 2(11) to the duties and responsibilities of any given person requires that the Board determine whether the person in question has authority to use independent judgment on matters that are more than routine and to do so in the interest of management. *Union Square Theatre Management, Inc.*, 326 NLRB No. 17 (1998). The uncontradicted record evidence clearly shows that Crosier assigns and responsibly directs Prichard's work. He also has sole responsibility for preparing Prichard's work schedule and as such grants vacation and time-off requests submitted by Prichard. In *Debber Electric*, 313 NLRB 1094 (1994), an electrician was found to be a statutory supervisor based solely on his authority both to assign and to responsibly direct employees' work. See also *DST Industries*, 310 NLRB 957 (1993), where the Board found 3 individuals to be supervisors under the Act based on their exercise of independent judgment regarding their setting of job priorities, assigning work, and approving requests for vacations and time off. Moreover, it is clear that the Employer has placed Crosier in a position to make independent judgments in dealing with and directing the aircraft mechanic. Thus, he is the highest-ranking employee at the Facility and he has been given the apparent authority to act as the onsite person in charge when dealing with the aircraft mechanic and the Navy. These circumstances present further evidence of Crosier's status as a statutory supervisor. *Laser Tool, Incorporated*, 320 NLRB 105, 108 (1995). Additionally in the instant matter, Crosier has the authority to discipline and/or recommend discipline. The fact that he has determined not to exercise this authority does not serve to diminish it. *DST Industries*, supra at 958. Also, supervision of one employee is sufficient if the statutory indicia of supervisory status are met. *Opelika Foundry*, 281 NLRB 897, 899 (1986). In summary all of these responsibilities are left to Crosier's sole discretion as he is the highest-ranking person at the Facility and it is his responsibility to ensure

compliance with company policies and procedures. I conclude therefore based on the foregoing and the record as a whole that Crosier exercises sufficient supervisory responsibilities within the meaning of Section 2(11) of the Act to qualify as a statutory supervisor.

Petitioner also asserts that Crosier and Prichard should be added to the unit it represents at the Fallon site. In view of my decision that Crosier is a statutory supervisor, Petitioner would be seeking to have Prichard accreted into an established unit. At the outset I note that it would be inappropriate to consider an accretion into another bargaining unit as part of this representation proceeding. However aside from the procedural problem, I find, in agreement with the Employer, that Prichard and the employees at the Fallon site do not have such a strong community of interest that would warrant a multilocation unit of these two locations alone apart from the other satellite sites of the Employer. Thus, Prichard at Lemoore and the employees at Fallon have separate direct supervision and despite the fact that the employees at the Lemoore and Fallon locations work on the same aircraft, there is insufficient evidence of employee interchange between the two locations. Additionally, employees at all of the satellite sites do the same work and are subject to the same Employer policies and procedures.

Therefore having found that Mike Crosier is a statutory supervisor the petitioned-for unit is comprised of a single employee and should, therefore, be dismissed as inappropriate for collective-bargaining purposes under the Act. *Kuykendall Painting Co.*, 308 NLRB 177, fn. 4 (1992); *Westinghouse Electric Corporation*, 179 NLRB 289 (1969).

#### ORDER

IT IS HEREBY ORDERED, that the petition filed in this case, be, and hereby is, dismissed.

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 – 14<sup>th</sup> Street, N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by August 20, 1999.

DATED AT Oakland, California, this 6<sup>th</sup> day of August, 1999.

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Veronica I. Clements, Acting Director  
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