

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

AUTONATION IMPORTS)
OF LONGWOOD, INC. d/b/a)
COURTESY HONDA)
)
 Employer,)
)
and)
)
INTERNATIONAL ASSOCIATION)
OF MACHINISTS AND AEROSPACE)
WORKERS, AND DISTRICT 166,)
AFL-CIO,)
)
 Petitioner.)
_____)

CASE NO.: 12-RC-083701

EMPLOYER’S REQUEST FOR REVIEW

Pursuant to Section 102.67(b) of the National Labor Relations Board’s Rules and Regulations, AutoNation Imports of Longwood, Inc. d/b/a Courtesy Honda (“Courtesy Honda” or “the Employer”), by and through its undersigned counsel, Fisher & Phillips LLP, within the deadline as extended, timely files this request for review of Acting Regional Director Robert W. Chester’s Decision and Direction of Election (“Decision”) issued August 10, 2012.

I. PRELIMINARY STATEMENT

Courtesy Honda operates an automotive dealership in Sanford, Florida, where it sells, services, and repairs new and used vehicles, and sells automotive parts. Courtesy Honda’s service and parts department (also known as the “Customer Care Department”) consists of 22 service technicians (including 1 used vehicle technician), 2 express lube technicians, 9 service advisors (also known as “service writers” or “ASMs”), 2 appointment takers, 4 cashiers, 4 porters, 1 warranty administrator, 1 service support associate, 4 retail parts sales associates, 1

wholesale parts sales associate, 1 shipping & receiving associate, 1 parts floater associate, 1 parts driver, and 1 shuttle driver.¹ On June 22, 2012, the International Association of Machinists and Aerospace Workers, and District 166, AFL-CIO (collectively “the Union”) petitioned to represent a so-called “craft unit” consisting of only the 22 service technicians and 2 express lube technicians in the Customer Care Department.

A hearing was held on July 9, 2012, in Tampa, Florida, before Hearing Officer Paul D’Aurora. At the hearing, Courtesy Honda presented three witnesses: Brian Davis, Senior Counsel and Director of Labor Relations for AutoNation, Inc.; Don Mills, Service Lane Manager/Service Manager for Courtesy Honda; and Bibi Bickram, Human Resources Specialist. The Petitioner presented one employee witness: Daniel Perez.

Following the hearing, Courtesy Honda submitted a post-hearing brief, in which it argued that the wide disparity in skill levels among the petitioned-for employees – particularly when considering lesser-skilled service and express lube technicians – completely destroyed the craft theory upon which the instant petition was premised. Moreover, the Employer argued that, because the Union failed to confine its petition to a discrete, identifiable craft of homogeneous employees, the standard for determining an appropriate unit defaults to a traditional community of interest analysis, which dictates that the smallest appropriate unit must include all Customer Care Department employees, who work together in a highly integrated fashion to repair and service customer vehicles.

On August 10, 2012, the Acting Regional Director issued his Decision, which excluded the service advisors, appointment takers, cashiers, porters, warranty administrator, service support associate, retail parts sales associates, wholesale parts sales associate, shipping & receiving associate, parts floater associate, and parts driver from the unit. In reaching this clearly

¹ The parties agreed that the shuttle driver should not be included in the unit. (Tr. 54).

erroneous decision, the Acting Regional Director concluded that the petitioned-for unit of service and express lube technicians is appropriate as a craft unit, principally relying on *Dodge City of Wauwatosa*, 289 NLRB 459 (1986). Moreover, he erroneously concluded that the excluded employees, whose work is highly integrated with that of the service technicians, do not possess an overwhelming community of interest with the service and express lube technicians so as to warrant their inclusion in the unit.

II. GROUNDS FOR REQUEST FOR REVIEW

The Board will grant a request for review on one or more of the grounds that:

- (1) A substantial question of law or policy is raised because of (i) the absence of, or (ii) a departure from, officially reported Board precedent.
- (2) The Regional Director's decision on a substantial factual issue is clearly erroneous on the record and such error prejudicially affects the rights of a party.
- (3) The conduct of the hearing or any ruling made in connection with the proceeding has resulted in prejudicial error.
- (4) There are compelling reasons for reconsideration of an important Board rule or policy.

§ 102.67, Rules and Regulations. Here, Courtesy Honda seeks review of the Acting Regional Director's Decision on the second and fourth grounds.

First, there are compelling reasons for the Board to reconsider and modify its holding in *Dodge City* due to significant changes in technology and the infrastructure employed by automotive service departments over the twenty-six years since the decision first issued. The Acting Regional Director rotely applied *Dodge City* to the facts of this case without giving due regard to these changes.

Second, the Acting Regional Director's finding that the employees in the petitioned-for unit – particularly the lesser-skilled service technicians and express lube technicians – possess

special and distinct interests that outweigh and override the community of interest shared with other employees is clearly erroneous and prejudicially affects Courtesy Honda.

Finally, the Acting Regional Director ignored substantial evidence establishing an overwhelming community of interest among virtually all of Courtesy Honda's service employees, which also prejudicially affects Courtesy Honda.

III. ARGUMENT

A. **THE *DODGE CITY* CASE IS NOT RELEVANT TO MODERN DEALERSHIPS THAT USE A TEAM-ORIENTED STRUCTURE.**

Dodge City was decided in 1986. It is a matter of general knowledge that at that time, computers were relatively rare, and sophisticated computer networks were even less common. Moreover, in the years that followed the *Dodge City* decision, dealerships began shifting away from the antiquated, partitioned model in which technicians performed their work in isolation. Today, at Courtesy Honda (and many other dealerships), the service process is a highly integrated, team-oriented effort directed toward the analysis, diagnosis, service, repair, and return to customers of their motor vehicles.

Rather than relying on the antiquated, isolated service method, Courtesy Honda divides its service advisors and technicians into eight "micro" teams, each consisting of three service technicians and a service advisor. (Tr. 65, 75, 137, 281; Emp. Exh. 3). As a result, the team concept at Courtesy Honda is more collaborative than at many other dealerships.

Employer witness Don Mills distinguished the "micro team" system at Courtesy Honda with the "super" team system in place at other dealerships. (Tr. 88-90). According to Mills:

Over the nine dealerships I have worked with, there are probably four or five different ways to operate how a customer is written up and how the work is dispatched to the shop and then how it is worked on. This concept is the first time I have come across this concept where you actually have an advisor set specifically with a group of technicians. So in that aspect, basically, it does

form a tighter unit on how a team works. The advisor is solely writing for that team.

(Tr. 88).

Mills testified to significant distinctions between Courtesy Honda's team system and those of other dealerships:

Well, smaller teams you don't – an advisor knows exactly where to go. They go to their – to the designated bay where the technicians are working because the A, B, and C-techs are lined up in the bay right next to each other. So one – Brandon Knauss is in the very back end of the Service Department, and his team is the very first team you come to when you come in the shop. So they are literally 10 feet apart from each other. So Brandon will literally have to walk 10 feet to his team. He doesn't have to go to each technician in the shop to find out where his work is if it was under another system.

(Tr. 90).

In light of such structural changes to the modern dealership, *Dodge City* is no longer applicable in dealerships such as Courtesy Honda, which function through a highly-integrated team approach. Other industries have also encountered changes in infrastructure that alter the composition of traditional bargaining units. In *Bay Shipbuilding Corp.*, 263 NLRB 1133 (1982), for example, the Board found that where new technology had been introduced to the marine lofting industry, a unit of computerized and non-computerized lofting employees was appropriate thereafter.

At the time of the *Dodge City* decision, physical divisions were the norm within service departments. The service department in *Dodge City* was divided into physically discrete sections: one for the body shop, one for the parts department, and one for service. The employees in each of the three separate sections reported to separate managers. The technicians were further subdivided into highly discrete specialties, such as transmission repair, truck repairs, etc. Furthermore, the technicians had little or no interaction with other fixed operations

employees, had no customer contact, and were physically separated from their co-workers. The repair process, therefore, took place under isolated conditions.

Courtesy Honda's team system simply does not fit within the outmoded, so-called *Dodge City* dealership model. Significant innovations point to the conclusion that the service functions within dealerships such as Courtesy Honda bear no resemblance to those that operated twenty-six years ago, when *Dodge City* was decided.

As established during the hearing, the automotive repair business has undergone substantial change and modernization since then. (Tr. 149-150). On earlier models, technicians were required to go by feel, sound, or experience in order to determine the issues requiring maintenance; however, with new technology, diagnosis is initiated by opening the hood of a car and plugging in a computer to retrieve fault codes. (Tr. 149, 342).

Moreover, while technicians historically repaired components at the shop, today they generally replace them. (Tr. 142). The Union's own witness acknowledged as much. (Tr. 340-341). As Mills testified, "Yeah, when I first started, there was probably a little bit more parts repaired. But the industry has gone totally away from that. It's just a part replacement now." (Tr. 142).

Thus, while service technicians – particularly A- and B-class technicians – are concededly "skilled" employees, their particular skill set, especially when considering the integration of other classifications into the customer service process, no longer sets them apart from other skilled service employees (such as service advisors) as a separate and homogenous "craft" classification. See *Harrah's Illinois Corp.*, 319 NLRB 749, 750-760 (1995) ("The petitioned-for maintenance employees are not craft employees, and, although there is no dispute

that some of them are skilled, we find . . . that the employees sought are a diverse group ranging from unskilled custodians to relatively skilled technicians.”) (internal quotations omitted).

Additionally, the inclusion of the lesser-skilled C-class and entry-level express lube technicians completely undermines any argument that the petitioned-for unit is a “distinct and homogenous group” performing non-repetitive functions. To the contrary, the record plainly establishes that lower level C-class and express lube technicians are principally capable of performing rote tasks such as changing vehicle oil and filters, which do not call for the exercise of substantial craft skills or specialized tools or equipment. (Tr. 75, 151-152).

Mills described the distinction in skill sets as “Night and day. A’s and B’s are way more technical, way more, you know, knowledgeable on diagnosing vehicles. The lube techs they are just – they are guys that can change oil in a car, rotate tires.” (Tr. 151-152).

In describing the skill set of the express lube techs, the Union’s own witness made clear that, “He wouldn’t be able to help me with something technical or that needed diagnosing.” (Tr. 316). The following exchange with Union’s witness was particularly illuminating on this point:

Q. So you don’t have a group of service techs that all have the same skill set, right?

A. No, no.

Q. They’re all very different in some ways, aren’t they, in terms of what they’re skilled at?

A. Yeah.

(Tr. 340).

Moreover, there is virtually no integration between the work of service technicians and their express lube counterparts who work in a walled off portion of the facility, performing

entirely different duties requiring different skill levels. (Tr. 154). In some dealership cases, the Regions have defaulted to a “service technician-only” unit, relying on cases such as *Dodge City*. That should not be the result in this matter, however, particularly where the Union has included lesser-skilled employees and has failed to subsequently amend its petition to pursue a homogenous stand-alone unit of service technicians.

For all these reasons, a thorough reconsideration of the Board’s precedent with respect to the determination of units in modern dealership service departments is now warranted.

B. THE ACTING REGIONAL DIRECTOR ERRED IN APPLYING THE BOARD’S FACTORS FOR DETERMINING CRAFT STATUS.

Board precedent draws a bright line distinction between “skilled” or “craft” employees and lesser-skilled individuals. The Board defines a craft unit as follows:

One consisting of a distinct and homogenous group of skilled journeymen and craftsmen, who, together with helpers or apprentices, are primarily engaged in the performance of tasks which are not performed by other employees and which require the use of substantial craft skill, and specialized tools and equipment.

Burns & Roe Services Corp., 313 NLRB 1307, 1308 (1994).

In determining whether a petitioned-for craft unit is appropriate, the Board considers:

- 1) Whether the employees undergo formal training or participate in an apprenticeship program;
- 2) Whether the work is functionally integrated with the work of the employees whom the petitioner seeks to exclude from the unit;
- 3) Whether the job duties of the petitioned-for employees overlap with the duties of the excluded employees;
- 4) Whether the employer assigns work according to need rather than based on craft or jurisdictional lines; and
- 5) Whether the petitioned-for employees share common interests with other employees.

Id. The Acting Regional Director erred in applying the above-factors to the evidence in the record.

1. No formal training or apprenticeship program.

With regard to the first factor, the Acting Regional Director erred in finding that the C-class technicians and express lube technicians are “apprentices” or “helpers” of service technicians. (Decision, p. 31). In *Fletcher Jones Chevrolet*, 300 NLRB 875, 876 (1990), the Board found that quick service lube technicians who performed oil and filter changes and simple mechanical repair work were appropriately included in a craft unit of maintenance technicians where the employer provided training and classes for the technicians to maintain and update their skills, and the employer considered the main shop as “the training ground where employees learn skilled mechanical work by ‘interfacing’ with the skilled technicians.” Similarly, in *Dodge City*, 289 NLRB at 459, the Board found that including a service technician “trainee” in a unit of skilled service mechanics did not destroy the craft unit.

Standing in stark contrast to *Fletcher Jones* and *Dodge City*, however, the petitioned-for express lube technicians are not necessarily training to become service technicians. To the contrary, there is no formal or informal apprenticeship program, and they have little to no interaction with service technicians on a daily basis. (Tr. 154-155). Moreover, the express lube technicians lack the certification requirements of their service technician counterparts. (Tr. 301-302). Additionally, service technicians are expected to own their own equipment, the value of which can range up to \$40,000, whereas express lube technicians are not. (Tr. 161, 178, 282).

Testimony further established, contrary to the Acting Regional Director’s finding (Decision, p. 30), that the express lube position does not necessarily serve as an automatic path of progression to more highly skilled technician positions. Indeed, the Union’s witness, Daniel

Perez, testified that he has known a number of express lube technicians who failed to advance through the ranks. (Tr. 308). The primary reason for their lack of advancement, Perez explained, was their inability to turn sufficient hours due to skill deficiencies. (Tr. 308-309). Perez went on to state that they failed to progress because “they’re not acquiring the right set of skills to do so because they don’t think that they’re going to be rewarded for it.” (Tr. 309-310).

Accordingly, the Acting Regional Director erred in concluding that the first factor weighed in favor of finding an appropriate craft unit.

2. Substantial functional integration between the work of excluded and included employees.

With regard to the second factor, the Acting Regional Director disregarded substantial evidence demonstrating that the work of the petitioned-for and excluded employees at Courtesy Honda is highly functionally integrated. As Mills explained, the team concept at Courtesy Honda is vastly different from those of other service departments in which he has worked.

At one such dealership, the service advisor would dispatch a ticket to any service technician he or she wanted. (Tr. 89). At another, a dispatcher centrally dispatched the tickets. (Tr. 89). As Mills explained, “Others were under team systems where you would have like two groups of teams, two big teams with one dispatcher on each team. And then they would designate over the whole shop who to give it to on their team. So one team would have one team leader and 12 techs, and the other team would have one team leader and 12 techs.” (Tr. 89).

Within the team structure itself, the work of service advisors and technicians is also highly integrated. Service advisors are directly involved in the acts of analysis and diagnosis, collaborating with service technicians on a daily basis to provide the best customer service possible. Mills testified, “I mean they are always collaborating to find out, you know, it

could be information gathered, what they found, additional information gathered, it could be, you know, planning out, just kind of distributing the work load that they have at the time. You know, how many waiters are there. What can we do? Where can I go? Items like that.” (Tr. 157). The idea is for the service advisor to ascertain as much information as possible from the customer, so as to allow for the efficient diagnosis and repair of vehicular problems. (Tr. 77, 96, 155).

Further, the record evidence reflects that Courtesy Honda’s service operation differs substantially from that of the dealership in *Dodge City*. In *Dodge City*, the Board found that the technicians had little or no interaction with other service department employees, had no customer contact, and were physically separated from other employees. *Dodge City*, 289 NLRB at 1039-40. Furthermore, the service department in Dodge City was divided into physically discrete sections, and the employees in each section reported to separate managers. *Id.* The technicians were further subdivided into highly discrete specialties, such as transmission repair, truck repairs, etc. *Id.*

Again, Courtesy Honda simply does not fit into the *Dodge City* mold. Rather, because of the Union’s inclusion of lesser-skilled employees, and the high degree of functional integration among the various classifications, the Acting Regional Director erred by not relying on *W.R. Shadoff*, 154 NLRB 992 (1965). In *W.R. Shadoff*, the petitioned-for unit included a number of employees whose skills were far more limited than those possessed by the employer’s technicians. The Board found:

[T]hat there is no clear line of demarcation between the classifications sought to be included by Petitioner and those it would exclude, and that even within that unit it seeks there are employees with varying degrees of skill which overlap with the skills of excluded employees. There is, in fact, no distinct or homogenous group, short of the Service Department itself, which could constitute an appropriate unit here.

Id. at 994. See also *Worthington Chevrolet*, 271 NLRB 365, 366 (1984) (“Where as here all employees in the service and parts department of an automobile sales and service establishment perform functions related to the service and repair of automobiles, the Board has long held a unit of all employees in the service department is appropriate.”).

Accordingly, the Acting Regional Director erred in concluding that the second factor weighed in favor of finding an appropriate craft unit.

3. Overlapping job duties

With regard to the third factor, the Acting Regional Director ignored evidence of overlapping job duties among the included and excluded employees. The Acting Regional Director based his analysis of this factor on the unfounded presumption that *only* service technicians and express lube technicians perform repairs on vehicles. (Decision, p. 26).

The record reflects that service advisors may be called on to perform service work, depending on the availability of service technicians. (Tr. 139). As Mills explained, “The other day, two of my advisors actually did an oil change to a vehicle because we are getting some meetings done. So two of my advisors went out and changed an oil change and did the multi-point and all that for a car.” (Tr. 139). Additionally, all service advisors and technicians must be certified to work on Honda vehicles (Tr. 283). Conversely, like their service advisor counterparts, service technicians have occasional contact with customers. (Tr. 140). For instance, they may come to the service drive area and consider a customer’s explanation of the problem, or they may take a test drive with the customer. (Tr. 140).

The record further reflects that some service advisors have significant technical experience, which they use to assist in conducting preliminary vehicle diagnoses and up-selling repairs. (Tr. 230). Those service advisors who transfer over from the shop floor continue to

apply their technical skills thereafter. (Tr. 139). Indeed, service advisors and technicians can even be cross-trained to perform their respective tasks. (Tr. 181).

It is also significant that included and excluded service employees alike regularly use Courtesy Honda's computer system in the course of performing their duties. For example, the service advisor enters the Repair Order ("RO") into the computer system after meeting with the customer in the service drive. (Tr. 80-81, 103, 159-160). At all points thereafter, service technicians, service advisors, parts associates, and warranty clerks participate in the process of analysis, diagnosis and repair through the computer system. (Tr. 80, 159-160). Union witness Perez illustrated this himself when explaining the warranty administrator's role:

Her main job is to review the ROs of the technicians. They have to time stamp in and out. Honda says you have to be actually stamped into a vehicle to know that you are actually working on that vehicle for the time you say you are working on it. So she has to check for that time stamp available, the correct in and out mileage. They call it the three C's, the complaint, the cause, and the correction. The advisor is responsible for the complaint. The technician is responsible for the cause and the correction. The cause and correction should be typed out in the story line via the computer, which will then print out on a receipt for the warranty administrator and the customer to review.

(Tr. 79).

Accordingly, the Acting Regional Director erred in concluding that the third factor weighed in favor of finding an appropriate craft unit.

4. Common interests

With respect to the fifth factor, the Acting Regional Director erred in concluding that the included and excluded employees do not share sufficient common interests to warrant their inclusion in a single non-craft unit.² The record makes clear that the excluded employees share

² The fourth factor, whether the employer assigns work according to need rather than based on craft or jurisdictional lines, is not applicable here.

countless terms and conditions of employment with their petitioned-for counterparts, thereby rendering the alleged “craft” unit inappropriate.

For instance, all Customer Care Department employees have the same employee handbook and work under the same disciplinary rules. (Tr. 248-249). All job applicants must go through the same application process. (Tr. 245). They all participate in the same orientation upon hire. (Tr. 247-248). They also punch in using the same timekeeping system. (Tr. 193, 200). All employees have access to the same locker room and break room. (Tr. 187, 293, 332).

All employees are paid on the 10th and 25th of the month, participate in the same benefits program, and have the same opportunity to enroll for 401(k) benefits. (Tr. 170, 255, 257-258; Emp. Exh. 12, 13). All employees have the same holidays and paid time off eligibility. (Tr. 250-251, 256; Emp. Exh. 11). Payroll is handled for all Customer Care Department employees through the same Courtesy Honda payroll coordinator. (Tr. 241-243).

Thus, the Acting Regional Director erred in concluding that the fifth factor weighed in favor of finding an appropriate craft unit.

C. THE ACTING REGIONAL DIRECTOR ERRED IN FINDING THAT THE SMALLEST APPROPRIATE UNIT NEED NOT INCLUDE ALL OF COURTESY HONDA’S CUSTOMER CARE DEPARTMENT EMPLOYEES, EXCLUDING THE SHUTTLE DRIVER.

In the absence of a viable craft theory underpinning the instant petition, the Board may certify a group of employees as a bargaining unit only if the unit is appropriate, applying traditional community of interest factors. See *Bentson Contracting Co. v. NLRB*, 941 F.2d 1262, 1265 (D.C. Cir. 1991). Here, the Acting Regional Director misapplied those factors.

The Board’s decision in *Specialty Healthcare and Rehabilitation Center of Mobile*, 357 NLRB No. 83, slip op. (2011), sets forth the principles that apply in cases in which a party contends that the smallest appropriate bargaining unit must include additional job classifications beyond those in the petitioned-for unit.

First, the Board must assess whether the employees in the petitioned-for unit “share a community of interest using the traditional criteria.” *Odwalla, Inc.*, 357 NLRB No. 132, slip op. at 4 (2011). If the petitioned-for unit satisfies that standard, “the burden is on the proponent of a larger unit to demonstrate that the additional employees it seeks to include share an ‘overwhelming community of interest’ with the petitioned-for employees, such that there ‘is no legitimate basis upon which to exclude certain employees from’ the larger unit because the traditional community-of-interest factors ‘overlap almost completely.’” *Id.* (quoting *Specialty Healthcare*, 357 NLRB at 11-13, and fn. 28).

Courtesy Honda does not contend that the petitioned-for employees lack a community of interest with one another. Rather, the Employer contends that the excluded Customer Care Department employees (with the exception of the shuttle driver) share an “overwhelming community of interest” with the petitioned-for employees, such that excluding them would result in a “fractured” unit that is completely inappropriate under Section 9(b) of the Act. See *Specialty Healthcare*, 357 NLRB at 13 (“A petitioner cannot fracture a unit, seeking representation in an arbitrary segment of what would be an appropriate unit.”) (internal quotations omitted).

The Acting Regional Director overlooked evidence of substantial interchange among and between the excluded and petitioned-for employees. Specifically, the evidence reflects that two C-level service technicians – Brandon Knauss and Dan Benoit – recently transferred to service advisor positions. (Tr. 223-224; Emp. Exh. 14). Moreover, Chris Bell transferred from a C-level service technician position to a shipping & receiving associate position on June 12, 2012, and Josh Sosa transferred from a lube tech position to a parts associate position on March 1, 2012. (Tr. 223; Emp. Ex. 14).

Additionally, the record reflects that the petitioned-for employees share common supervision with those whom the Union would exclude. Dave Wiggins oversees the retail parts associates, wholesale parts associate, parts floater associate, shipping & receiving associate, and parts driver, (Tr. 43-44; Emp. Exh. 3), while Don Mills oversees all other Courtesy Care Department employees, including the service advisors, service technicians, express lube technicians, porters, warranty administrator, cashiers, service support associate, and appointment takers (Tr. 57-58; Emp. Exh. 3). Both Wiggins and Mills report to the Service Director, Bob Bruhan. (Tr. 39-40, 202, 219; Emp. Exh. 3).

Further, as described above, the excluded employees share countless other terms and conditions of employment with their petitioned-for counterparts, including the same handbook, disciplinary rules, job application process, orientation, timekeeping system, locker rooms, break rooms, pay cycle, benefit programs, holidays, and paid time off. (Tr. 187, 193, 200, 245, 247-249, 255-258, 293, 332).

Clearly then, the traditional community of interest factors weigh heavily in favor of finding a much broader unit of Courtesy Honda's Customer Care Department employees to be the smallest appropriate unit. Moreover, an overwhelming pattern in the industry calls for the inclusion of other Customer Care Department employees in this case.

A long litany of Board decisions find appropriate units that include all automotive mechanics, parts and service department employees. See, e.g., *Austin Ford*, 136 NLRB 1398 (1962) (finding that all service department employees should be included in a unit); *Honda of San Diego*, 254 NLRB 1248, 1263 (1981) (affirming the administrative law judge's ruling that an appropriate unit includes all parts and service department employees, including warranty clerks); *Worthington Chevrolet*, 271 NLRB 365, 366 (1984) (finding that all service and parts

department employees should be included in a unit because there was “no clear line of demarcation” between the classifications in those departments); *Kevah Konner, Inc.*, 256 NLRB 67, 68 (1981) (affirming the administrative law judge’s ruling that an appropriate unit includes all service department employees); *Towne Chevrolet*, 230 NLRB 479, 488 (1977) (affirming the administrative law judge’s ruling that an appropriate unit should include all service and parts department employees, including the service writer).

The Board has also consistently found that service advisors share a close community of interests with service technicians, that their job duties are closely related to the common function of servicing a customer’s vehicle, and that they should therefore be included in the same unit. The working conditions of service advisors at Courtesy Honda, for instance, are remarkably similar to those described in *R.H. Peters Chevrolet, Inc.*, 303 NLRB 791 (1991), in which the Board determined that service advisors shared a strong community of interests with service technicians. The service advisors in that case worked with technicians in preparing estimates, occasionally giving work orders directly to them and requesting that they redo work. Further, all employees participated in the same health plan. *Id.* at 792. The Board found that such “daily contact” and interchange indicated a strong community of interests shared by the employees. *Id.*

Additionally, Board law supports a finding that the parts employees must be included in any appropriate unit. As the Board has held, “It is settled that the employees in an automobile agency’s parts and service departments constitute an appropriate bargaining unit, *unless there is an affirmative showing that there is no substantial community of interest between the two groups of employees.*” *Jensen’s Motorcycle, Inc.*, 254 NLRB 1248, 1263 (1981) (emphasis added). Accord *Gregory Chevrolet*, 258 NLRB 233, 238 (1981) (where parts employees are part of the same production process of the service department, have frequent contact with the other service

department employees in distributing parts to them, and are also subject to the same overall supervision, they are part of an appropriate unit).

In fact, in *Graneto-Datsun*, 203 NLRB 550 (1973), the Board refused to adopt the recommended order of an administrative law judge who divided the service and parts departments into two separate units, stating as follows:

We are unwilling to fragment an automotive service department into the two units the Administrative Law Judge found to be appropriate, but shall adhere to our established practice of finding all employees and automotive service department to be a single appropriate unit.

Id. at 550 (citing *W.R. Shadoff, supra*; *Austin Ford, Inc., supra*; *Mid-Missouri Motors*, 194 NLRB 505, 509 (1971)).

Under these circumstances, the instant case is clearly distinguishable from *Fletcher Jones Chevrolet*, 300 NLRB 875 (1990). In that case, the Board held that the service technicians had a minimal degree of integration of work. The Board also held that, except for contact between technicians and parts counter persons, the technicians had no day-to-day contact with other parts department employees. Much of the *Fletcher Jones* decision focused on the lack of contact between service department employees and those in the body shop and used car department. It is instructive that Board Member Oviatt expressly stated that the craft status of automotive mechanics depends on the facts of each case, and not as a broad holding that all automobile mechanics as such are a craft. Id. at 877.

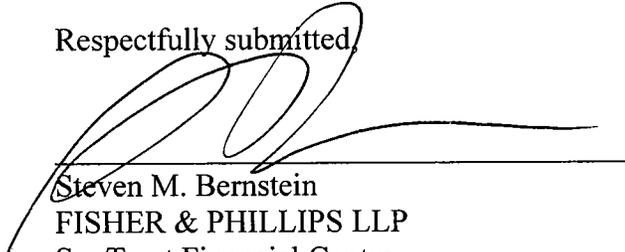
The mere fact that different classifications may engage in slightly different tasks does not defeat the overwhelming community of interest. To the contrary, the fact that separate groups of employees engage in different processes does not in and of itself render a combined unit inappropriate, so long as there otherwise is a sufficient community of interests. *Berea Publishing Co.*, 140 NLRB 516 (1963). Here, though employees from different classifications

have somewhat different job tasks, they are all engaged in a single process: to achieve the quality service and repair of customer vehicles. All of their job duties are designed to achieve this objective. Consequently, the facts of this case and relevant Board precedent dictate that the smallest appropriate unit must include, in addition to service and express lube technicians, all service advisors, appointment takers, cashiers, porters, warranty administrators, service support associates, retail parts associates, wholesale parts associates, shipping & receiving associates, parts floater associates, and parts drivers.

IV. CONCLUSION

For the foregoing reasons, the Board should grant the Employer's request for review in this matter.

Respectfully submitted,



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WORKERS, AND DISTRICT 166,)
AFL-CIO,)
)
 Petitioner.)
_____)

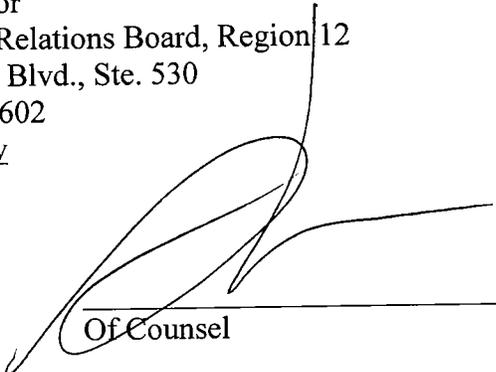
CASE NO.: 12-RC-083701

CERTIFICATE OF SERVICE

I hereby certify that I have this 31st day of August, 2012, caused a copy of the foregoing Request for Review to be served upon the following individuals via electronic mail:

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