

American Security Corporation and International Union, United Plant Guard Workers of America, Petitioner. Case 18-RC-15829

August 27, 1996

DECISION ON REVIEW

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND FOX

On October 10, 1995, the Regional Director for Region 18 issued a Decision and Direction of Election in the above-entitled proceeding in which he found that the smallest appropriate bargaining unit must include all guards in the Employer's armored car division and its uniform security division in both Minnesota and Iowa. In so finding, the Regional Director rejected the Petitioner's contention that the petitioned-for unit, limited to armored car division guards in the State of Minnesota, is appropriate. Thereafter, in accordance with Section 102.67 of the Board's Rules and Regulations, the Petitioner filed a timely request for review, urging the Board to reverse the Regional Director's decisions to include in the unit the Employer's uniform security division guards and the guards employed in Iowa. On February 5, 1996, the Board granted the Petitioner's request for review.

The Board, by a three-member panel, has considered the entire record in this case with respect to the issues under review and adopts the findings and conclusions of the Regional Director with respect to including in the unit guards employed in both Minnesota and Iowa.¹ However, contrary to the Regional Director and based on the analysis set forth below, we find that a unit appropriate for collective bargaining may consist solely of guards employed in the Employer's armored car division.

I. FACTUAL FINDINGS

The Employer provides security services for various clients throughout Minnesota, Iowa, and Wisconsin. The provision of those services is separated into two divisions within the Employer's operation. The armored car division employs 132 guards who transport money and securities over approximately 50 routes, from the client's establishment to a bank or vault, and who also service automatic teller machines. Although guards in the armored car division carry weapons and wear bullet proof vests, they are not responsible for protecting the Employer's clients, or customers of those clients, in the performance of their duties. The uniform security division employs 543 guards who provide on-site security to various clients at approximately 110 locations, including banks, factories, col-

lege campuses, clinics, retail establishments, hospitals, and shopping malls. Guards in this division provide services specified by the client, such as controlling ingress and egress to and from the facility, checking parcels in and out, examining identification at the door or performing other types of security checks, conducting security tours, and monitoring security cameras. Only a dozen or so uniform security division guards are licensed and trained to carry weapons, and those individuals do so solely at the behest of the client.

The Employer maintains a centralized personnel system, through which all guard applicants are processed and all new guards are hired, trained, and submitted for background checks. In addition, guards in both divisions are subject to the same personnel policies and rules, are bonded, and have the same package of employee benefits. Beyond these few administrative similarities, however, the armored car division guards have little in common with the uniform security division guards with respect to the day-to-day terms and conditions of their employment.

Armored car division guards are paid an hourly wage on a scale between \$7 and \$11.50. The uniform security division hourly wage scale begins at \$6.50 and goes up to \$16 or \$17. Guards carrying weapons, whether in the armored car division or the uniform security division, earn 50 cents more per hour than their unarmed counterparts. In addition, guards in the uniform security division progress through a five-level job classification system based on experience, performance, and ability. The armored car division has no such classification system.

The armored car division typically operates two shifts on each weekday, and one shift on Saturdays and Sundays. While on shift, armored car guards typically work in crews of two or three. Armored car guards wear uniforms including gray shirts with patches on the arm indicating they work in the armored car division. The uniform security division operates three shifts per day, 7 days per week. Guards in this division wear uniforms with shirt color—either gray or white—specified by the client and without an arm patch. Each division has its own management and supervisory personnel, so each guard's immediate and upper-level supervision is provided only by personnel from his or her respective division. Uniform security division guards typically report each day directly to the client's site, while armored car division guards report to the Employer's main facility. As a result, guards in the two divisions have limited interdivisional contact with each other on a day-to-day basis.

With regard to temporary employee transfers between the divisions, the Employer's president, William Lubbers, testified that armored car division guards "frequently" substitute for uniform security division guards when a weapon is necessitated by the nature of

¹ Because the Petitioner does not seek a single facility unit or units in this case, a single-facility presumption of appropriateness does not attach. See, e.g., *Capitol Coors Co.*, 309 NLRB 322 fn. 1 (1992).

the job. Lubbers further indicated that uniform security division guards never substitute for armored car guards because the vast majority of them are not licensed or trained to carry weapons. On the subject of permanent transfers between the divisions, Lubbers testified that the guards “regularly” move from one division to the other. Contrary to Lubbers, however, Petitioner’s witness, Jarrod Kunze, an armored car division guard, testified that he perceives little interchange, on either a temporary or permanent basis, between the guards in the two divisions.

II. ANALYSIS

In making unit determinations, the Board seeks an employee bargaining group that is united by a community of interest, which may be reflected by, among other things, similarities in wages, benefits, working conditions, hours of work, the nature of the work performed, and the qualification and training of employees; the frequency of employee interchange; the functional integration of employees sought to be included in the unit; and common supervision. *Capital Bakers, Inc.*, 168 NLRB 904, 905 (1967). The Act does not require the Board to ascertain and establish the “most” appropriate bargaining unit; it requires only that the unit designated be “an” appropriate unit. *Dezcon, Inc.*, 295 NLRB 109, 111 (1989). With respect to the designation of an appropriate unit composed of guards, the Board has indicated that different classes of guards employed by a single employer belong in a single unit “unless it can be said that there is a subgroup with a separate community of interest that warrants separate representation.” *University of Tulsa*, 304 NLRB 773, 774 (1991).

We believe that, in this case, the Employer’s armored car division guards and its uniform security division guards constitute subgroups of guards with sufficiently separate communities of interest that a unit composed solely of armored car division guards is an appropriate unit. Although the two groups of employees share a common personnel system and have similar employee benefits, they have little else in common. Of primary significance with respect to the dissimilarities between the two groups of employees is the nature of the jobs themselves. Armored car division guards, who carry guns and wear bullet proof vests in the perform-

ance of their job, have relatively circumscribed responsibility—to pick up, transport, and deliver money and other valuables in armored vehicles. By contrast, unarmed guards in the uniform security division are posted at individual sites to protect and secure the client’s property. They have a wider array of responsibilities, including the responsibility to respond to suspicious and/or criminal activity, react to medical emergencies, quell disturbances, and notify and work with law enforcement agencies. Although it is undisputed that both groups are guards as defined in Section 9(b)(3) of the Act, the duties and responsibilities of the two groups of guards is quite divergent.

In addition, while the entry level wages of the two groups are similar, the uniform security division guards enjoy approximately a 50-percent greater maximum hourly wage as compared to the armored car guards. The two divisions do not share common supervision, and guards from each division have little day-to-day contact with each other. Moreover, although not of significance when viewed in isolation, there are distinctions between the uniforms of the two guard divisions.

Finally, we cannot agree with the Regional Director that the record, as highlighted above, supports the conclusion that there is any degree of regular interchange between the guards in the two separate divisions. Lubbers’ testimony on the subject lacks specifics, and thus fails to establish a clear picture of the frequency of such transfers and the circumstances under which they occur. Even the Regional Director, who made the ultimate finding of “regular interchange,” acknowledged that Lubbers “did not specify the extent” of the interchange and that the evidence on this subject was “unclear.” Accordingly, we conclude that the record does not establish that the guards in the two divisions regularly transfer between divisions on either a temporary or permanent basis.

When all these factors are taken together, it becomes clear that armored car guards and uniform security guards do not share such a close community of interest that an appropriate bargaining unit *must* include the uniform security division guards. Accordingly, we reverse the Regional Director solely with respect to his inclusion of uniform security division guards within Petitioner’s requested unit, and remand this case to him for further appropriate action.