

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 14**

**Titan Truck & Equipment Company, LLC**

**Employer**

**and**

**Case 14-RC-361782**

**International Union of Operating Engineers, Local  
513**

**Petitioner**

**DECISION AND DIRECTION OF ELECTION**

Titan Truck & Equipment Company, LLC (Employer) is engaged in the truck and equipment maintenance and repair business and currently operates two locations in Missouri. On March 19, 2025, International Union of Operating Engineers Local 513 (Petitioner) filed the instant Petition under Section 9(c) of the National Labor Relations Act (Act), seeking to represent six employees performing work at the Employer's facility located at 1620 Woodson Road, St. Louis, Missouri (St. Louis facility).<sup>1</sup> The petitioned-for unit includes all Mechanics and the Employer's only Yard Coordinator<sup>2</sup> assigned to the St. Louis facility. The Employer contests the appropriateness of the petitioned-for unit and contends that the unit must also include seven employees at its other location at 7611 Sunset St., Birch Tree, Missouri (Birch Tree location). The Employer contends that the petitioned-for unit should also include all Mechanics at the Birch Tree location and the only Lube Technician the Employer employs, who is also assigned to the Birch Tree location. The parties agree that any appropriate unit should include the Mechanics and the Yard Coordinator assigned to the St. Louis facility.

A Hearing Officer of the Board held a hearing in this matter and the parties orally argued their respective positions prior to the close of the hearing. The Employer submitted a Table of Authorities. As explained below, based on the record and relevant Board law, I find that the petitioned-for unit is an appropriate unit.

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<sup>1</sup> Board Exhibit 2 inadvertently misspelled the Employer's address as 1620 Watson Road. The correct spelling is 1620 Woodson Road.

<sup>2</sup> In the record, the parties referred to the Mechanics and Yard Coordinator as such, but the petition names the employees in the petitioned-for unit as "road technicians, shop technicians, and yard men". The Parties agreed to Board Exhibit 2, which stipulated the appropriate classifications in the unit as Mechanics and Yard Operators. The record indicates that Mechanics are also referred to as Road Technicians and Shop Technicians. The record discusses the Yard Coordinator through witness testimony and this title appears to be interchangeable with Yard Operator or Yard Man.

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

## **I. RECORD EVIDENCE**

### **A. The Employer's Operations**

The Employer commenced operations as Titan Truck & Construction Company, LLC on January 1, 2022. The Employer is owned by Lionmark<sup>3</sup> Construction Companies, LLC, a parent company, which is a recently acquired wholly owned subsidiary of BMC Enterprises, Inc. The Employer engages in truck and equipment maintenance and repair by acquiring, maintaining, and disposing of equipment for its sister construction companies which are also wholly owned subsidiaries of Lionmark, around the state of Missouri and elsewhere. The Employer's sister construction companies include Pace Construction Company, Missouri Petroleum, Innovative Roadway Solutions, West Plains Bridge and Grading, and Indian Creek Materials. All five of the sister companies perform work based on construction bids they accept. The Employer leases equipment to its sister construction companies, which Mechanics repair and maintain over the course of the sister company's construction projects. The work locations depend on where the sister companies accept construction bids. The Employer dispatches Mechanics based on the location of the equipment needing service.

The Employer maintains two facilities, one located in St. Louis, Missouri and one located in Birch Tree, Missouri. Greg Durst, the President of the Company (Company President), was the Employer's sole witness. Jason Thomas, a Mechanic at the St. Louis facility, was the Petitioner's sole witness. There are approximately six employees in the petitioned-for unit, and 13 employees in the unit the Employer proposes. The St. Louis facility employs one Yard Coordinator, and such a position does not exist at the Birch Tree Location. The Birch Tree location employs a Lube Technician, and such a position does not exist at the St. Louis facility.

### **B. Control Over Daily Operations, Labor Relations, and Local Autonomy**

The Employer's organizational structure includes a Company President who offices at the St. Louis facility and oversees all operations. Below the Company President, there is one Service Manager at the St. Louis facility and one Service Manager, one Fleet Administrator, and one Senior Fleet Support Specialist at the Birch Tree location; all of whom report directly to the Company President. The Service Managers assign work primarily based upon the proximity of the employees' home address to the work site. Service Managers dispatch Mechanics to service the equipment leased to the sister construction companies. The Yard Coordinator reports to the St. Louis facility Service Manager. The Lube Technician reports to the Birch Tree location Service Manager. All Mechanics report to the Service Manager for the location from which they work (*e.g.*

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<sup>3</sup> Misspelled in the record as Linmark.

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

all St. Louis facility Mechanics report to the Service Manager for the St. Louis facility and all Birch Tree Mechanics report to the Service Manager for the Birch Tree location). No Mechanics who live close to Birch Tree work at the St. Louis facility, and *vice versa*.

Service Managers approve time off, assign daily tasks, and issue discipline or coachings. Mechanics report safety concerns to their respective Service Managers. The Company President testified he is normally involved in coaching or discipline discussions, but he believes the Service Managers could do it without his approval. Each Mechanic reports to the Service Manager for their respective location even if they are assigned work near the other location. For example, there was testimony that if a St. Louis Mechanic needs to go to Southern Missouri near Birch Tree and work on a project for several days, the St. Louis Mechanic continues to report to the Service Manager for the St. Louis facility.

Notably, the Employer's proposed unit excludes the Fleet Support Specialist who is the only employee not in the proposed unit that reports to the Birch Tree Service Manager. There was no testimony or reasoning provided as to why the Employer excluded this employee from its proposed unit.

Cindy Cox (Cox) performs all Human Resource (HR) responsibilities. Cox performs HR functions for both of the Employer's facilities as well as for all of the sister companies. Cox onboards all new employees, answers questions pertaining to benefits, insurance, the 401(k) plan, and processes payroll for all employees. Cox performs all recruitment for open positions and posts job openings online. The job description for all Mechanic positions is identical regardless of location. Once Cox finds a qualified applicant, she refers the applicant to the Company President for consideration. If the applicant is invited to an interview, the Company President and one or both of the Service Managers participate in the interview. When determining which Service Manager should participate in the interview, the Company President relies on the applicant's proximity to the locations. The Company President makes the ultimate decision to hire an employee, but he relies heavily on the opinions of the Service Managers.

The Employer provided testimony that it trains employees in a variety of ways. One of which is on an as-needed basis. The Company President testified that he asks the employees what kind of training is needed and if there is a need, one of the Service Managers or the Company President then facilitates the training. The Employer also provided evidence that more experienced Mechanics can provide on-the-job training to lesser experienced Mechanics. Service Managers decide when to have a Mechanic train another Mechanic. There are also online training opportunities, which arise during inclement weather when Mechanics cannot work in the field. The Company President testified that employees could participate in assigned training on their laptops and tablets. The evidence did not indicate whether these are company owned devices or if each employee uses their own. The Employer provided evidence that it trains all Mechanics on

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

Caterpillar asphalt paver training, diagnostic tool training, anti-discrimination/harassment training, and training on Wirtgen, a brand of asphalt mill.

### **C. Employee Skills, Functions, and Working Conditions**

General functions performed by Mechanics at both locations are effectively the same. The Mechanics repair and maintain all equipment the sister companies use. These assignments occur after the sister companies accept bids on construction projects which then determines the job locations. Because the work is dependent on the type of equipment used on specific projects, there are no set hours for the employees due to the unpredictable nature of the business. While there is more of a consistent schedule during the winter months (i.e., employees tend to work around 8-10 hours per day during the winter); work hours during the season (generally March through December) is dictated by the equipment that is broke down and can require employees to respond at any time night or day. The evidence revealed that night work is more prevalent at the St. Louis facility because of being located in a metropolitan area and its high traffic during the day and the work consisting of primarily asphalt projects through “MoDOT”. Each location operates on different equipment due to the nature of the work in the respective locations. The Birch Tree Mechanics work on lattice boom cranes, rough terrain cranes, and a telescopic crawler crane. The St. Louis Mechanics use rough terrain cranes and do not work on telescopic or lattice boom cranes.

All Mechanics at the Birch Tree location, except possibly one, have an MSHA <sup>4</sup> certification necessary to work in quarries. None of the employees at the St. Louis facility have this certification and there is no evidence that any of the St. Louis Mechanics have ever worked on a quarry. There are no quarries near the St. Louis facility, which is why none of the St. Louis facility Mechanics have the MSHA certification

While the Employer owns the Birch Tree location, it does not own the St. Louis facility. As such, the employees at the St. Louis facility perform 85-95% of their work during the winter months out of a shop in St. Louis which is owned by Missouri Petroleum and Pace Construction, two of the Employer’s sister companies. However, there is no “shop” per se at the Birch Tree location, only a 30-by-40 pole barn with a couple of offices and a storage area. During the winter months, the Mechanics at the Birch Tree location continue to perform their usual work with the sister companies. Due to the nature of the work performed at the Birch Tree location, it is less seasonal, and the Mechanics continue to work at quarries and on bridge work which does not cease during the winter months. If they are not working on one of these projects during the winter months, the Birch Tree Mechanics work at one of the Employer’s sister companies’ shops in West Plains, Missouri or in Poplar Bluff, Missouri.

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<sup>4</sup> While the record is silent on what MSHA refers to, I take administrative notice that it refers to Mine Safety and Health Administration.

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

All employees are paid in the same manner. The Employer uses Landmark Management Services to issue paychecks. All employees enter their time through a computerized machine maintenance system called E-360. The Service Managers are responsible for approving time for the employees that report to them. All employees enter the time they work into E-360 and is based on an honor system. The Service Managers issue work orders to the Mechanics to charge their time to in E-360. The Service Managers then review and approve this information.

All employees have the same benefits: health insurance, life insurance, long term disability, short term disability, 401k plan, and wellness program. Both locations utilize the same employee handbook. Paid time off (PTO) is awarded based upon seniority and such accrual is the same for both locations. Employees use the same software to request PTO, which is approved or denied by their respective supervisor. All Mechanics, the Yard Coordinator, and the Lube Technician have the option of acquiring a company phone or receiving reimbursement for using their personal phone.

All employees drive a company vehicle. The Mechanics all drive service trucks. The Lube Technician drives a lube truck. All trucks have the Employer's logo on the side. The evidence suggests that the Yard Coordinator drives a truck, though the type of truck is unclear. Each truck is equipped with tools the Employer owns. The employees typically take the trucks home each day though the Yard Coordinator lives close to the St. Louis facility and does not take his truck home. All of the service trucks are "crane trucks" but are not identical. The Birch Tree location works frequently in quarries, which requires larger cranes. As such, the service trucks for the Birch Tree location Mechanics need to be larger. The Company President testified that sometimes large trucks are not practical in St. Louis due to traffic and road conditions. All company trucks have dash cams.

All Mechanics have company fuel charge cards to pay for the fuel in their company truck. If they need to buy anything other than fuel, they use their off-road card. The fuel cards remain in their respective trucks and the off-road cards are generally kept in the trucks, though it is not required. There are no differences between the charge cards that the employees at the St. Louis facility use and the employees at the Birch Tree location use. Occasionally, Mechanics need to put expenses on their personal cards and request reimbursement. This could occur if employees are in the field, and they need to purchase something at a location where the Employer does not have a charge account. The Company President and the Service Managers review information about company vehicles, fuel cards, off-road cards, and company phones with the employees.

The Employer offers employee uniforms which are not required, though the Employer contends that everyone uses them. The uniform is a work shirt with the employee's name and the Employer's name, which they can wear with work style pants or jeans. There are no differences

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

between the uniforms provided to the St. Louis facility employees and the Birch Tree location employees. Employees are required to wear safety toe shoes, for which the Employer provides a \$200 annual allowance. The Employer maintains that the shoes are required if they go to a quarry. All of the Birch Tree Mechanics and the Lube Technician go to the quarries, but the St. Louis Mechanics and the Yard Coordinator do not.

Employees receive bonuses and raises. The Company President determines who is eligible for a bonus based upon established company guidelines. The evidence suggests that bonuses are issued irregularly. The Company President has the sole discretion of awarding bonuses, but he consults with the Service Managers to make such decisions. The Mechanics, the Yard Coordinator, and the Lube Technician are eligible for raises and the President consults with the Service Managers on whether to award raises. Sometimes the Service Managers provide input, and sometimes they do not.

There is anecdotal evidence that the St. Louis facility employees make slightly more per hour than the Birch Tree employees due to the cost of living. The Mechanics' pay ranges from \$27.28 to \$35.25 across both facilities, with the lowest paid employee working out of the Birch Tree location and the highest paid employee working out of the St. Louis facility. The Yard Coordinator and Lube Technicians' pay ranges from \$25 to \$28 per hour with no indication of how much either makes. Both locations provide similar opportunities for overtime.

#### **D. Employee Interchange**

St. Louis Mechanic Jason Thomas (Mechanic J. Thomas) testified that since Titan's establishment, he has never been assigned to work on a project in any of the Southern locations typically serviced by the Birch Tree employees. He further testified that if he needs a part for a project, he will get it in St. Louis and that he has never been to the Birch Tree location. Mechanic J. Thomas testified that, to his knowledge, the Yard Coordinator has never traveled to the Birch Tree location and at least two other St. Louis Mechanics that he is aware of have never traveled to the Birch Tree location. He further testified that he has met the Lube Technician only one time at an annual meeting. (The Employer provided evidence that it holds an annual meeting where all employees are invited.) Mechanic J. Thomas also testified that he has only reported to the St. Louis Service Manager and that the Birch Tree Service Manager to his knowledge never instructs the St. Louis employees on what to do.

The St. Louis facility has a Yard Coordinator who runs parts for the Mechanics, notes any damage to equipment, and keeps the yard at the St. Louis facility organized. The Yard Coordinator assists Mechanics based on proximity. The Yard Coordinator sometimes works with the Fleet Support Specialist at the Birch Tree location to transfer parts if a part is at one facility but needed

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

in the other. The evidence did not clearly establish the frequency with which such coordination occurs. The evidence established that the Yard Coordinator works with the Mechanics on a daily basis, however, the evidence did not establish whether such interactions are with St. Louis facility Mechanics, Birch Tree Mechanics, or both.

The Birch Tree location employs a Lube Technician who does preventative maintenance on machines. This includes changing fluids and does not include any repairs. The evidence established that the Lube Technician only works in the Birch Tree location because of the geography this location covers. The evidence also established that the Lube Technician does not work with the St. Louis Mechanics on a regular basis. The Company President testified that he recalls the Lube Technician working with St. Louis Mechanics on “a couple of instances.” Testimony established that the Employer has “several quarries . . . along Southern Missouri. [The Employer] also perform[s] a lot of work in Arkansas. So [the Lube Technician] is kept pretty busy down there.”

The evidence established that the Employer regularly assigned Mechanics and the Lube Technician to repair and service machines used by sister companies at asphalt plants throughout Missouri. These asphalt plants are not necessarily stationary but are “portable” to where the job of the moment is located. One such travelling plant was located in Potosi, Missouri for at least three months during 2024. The testimony established that while the plant was considered to be in the St. Louis Territory, it was “taken care of” by the “Southern guys”; though there was a St. Louis Mechanic present for most of the season. I infer that the “Southern guys” on this project were Birch Tree employees because the witnesses repeatedly referred to the Birch Tree location as “South” or “Southern”.

There was limited evidence presented of the frequency with which employees at each facility interact or interchange. The Company President testified that, at the time of the hearing, one of the St. Louis Mechanics was assigned to a project “down south” and had been there for several weeks. There was testimony that employees from each facility “could” work together, and even that there have been several infrequent instances where a Mechanic from each facility worked on the same project. However, there was no testimony to indicate whether these employees actually worked together on such projects. The Employer testified that there are three projects where employees from both locations were assigned to the same job sites, including in Potosi, Missouri, in Linn, Missouri, and in Farmington, Missouri. The evidence indicates that the Linn project took much of the season<sup>5</sup> last year, and that Brett Wolfe was a Mechanic from the St. Louis facility who worked at the location. The evidence indicated that the Lube Technician did preventative maintenance on this project and that Simon Petresku, a Mechanic from the Birch Tree

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<sup>5</sup> The Company President testified that the Linn project was sometime between “March and December of last year” but could not provide exact dates.

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

location, worked on the project. The evidence did not show how often any of these employees were physically at the Linn location at the same time. During the Potosi project, referenced previously, Mechanic Zach Thomas from the Birch Tree location and Mechanic J. Thomas<sup>6</sup> from the St. Louis facility worked on the project together. The project lasted several months, but there was no evidence to indicate the frequency with which the employees from the different facilities worked directly with each other, if ever. The evidence did not establish whether any Birch Tree Mechanics interacted with St. Louis Mechanics on the Farmington, Missouri project. These were the only examples provided on the record. Other than the project taking place at the time of the Hearing, no specific dates were provided for these projects.

#### **E. Distance Between Locations**

The Employer's St. Louis Facility is approximately 174 miles (three hours and 13 minutes by car) from the Birch Tree location.

#### **F. Bargaining History**

No evidence presented indicates one way or another whether there is a history of collective bargaining at the petitioned-for location or any of the Employer's locations.

### **II. ANALYSIS**

#### **A. Legal Standard**

The Board has long held that a petitioned-for single-facility unit is presumptively appropriate, unless it has been so effectively merged or is so functionally integrated that it has lost its separate identity. See e.g., *Hilander Foods*, 348 NLRB 1200 (2006); *Frisch's Big Boy III-Mar, Inc.*, 147 NLRB 551, 551 fn. 1 (1964). The party opposing the single-facility unit has the heavy burden of rebutting its presumptive appropriateness. *Id.* To determine whether the single-facility presumption has been rebutted, the Board examines (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any exists. See, e.g., *Trane*, 339 NLRB 866 (2003); *J & L Plate, Inc.*, 310 NLRB 429 (1993).

There is nothing in the Act requiring that the unit found appropriate be the only or most appropriate unit; the Act requires only that it be "*an appropriate unit.*" *Wheeling Island Gaming*,

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<sup>6</sup> Mechanic Zach Thomas and Mechanic Jason Thomas are not related.



Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

355 NLRB 637, 637 n.1 (2010) (emphasis in original) (citing *Overnite Transp. Co.*, 322 NLRB 723 (1996)).

Here, the Employer has failed to carry the above-described evidentiary burden to establish that the unit must consist of both the St. Louis and Birch Tree locations.

## **B. Application of Board Law to this Case**

As stated above and at the hearing, a single-facility unit is presumptively appropriate. *Haag Drug*, 169 NLRB 877 (1968). Accordingly, the issue here is whether the Employer has met the evidentiary burden to overcome that presumption. In reaching the conclusion that the single-facility unit is appropriate, I rely on the following analysis and record evidence.

### ***1. Central Control over Daily Operations and Labor Relations***

The Board has made clear that “the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single local presumption.” (citations omitted) *California Pacific Medical Center*, 357 NLRB No. 21, slip op. at 2 (2001). Thus, “centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. Instead, the Board puts emphasis on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems.” (citations omitted) *Hilander Foods*, 348 NLRB at 1203. Therefore, the primary focus of this factor is the control that facility-level management exerts over employees’ day-to-day working lives.

While the facilities in dispute here are all subject to the same employee handbooks, personnel policies, employee benefits, and are all managed by the Company’s President, these facilities have distinct supervision and significant local-level autonomy. In this regard, the Service Managers at each facility have the authority to assign work, discipline employees, approve time off requests, and train employees. The evidence was insufficient to show whether the assigned trainings vary by facility or to show the level to which the Company President oversees such trainings. While the evidence shows that the Company President exerts some level of managerial control over the Service Managers, he also relies heavily on their discretion to manage employees at their respective locations. For example, the Company President testified that the Service Managers have the authority to independently issue discipline, but there was no evidence that the Service Managers ever actually issued discipline. Similarly, the St. Louis facility’s respective Service Manager supervises all of the Mechanics and the Yard Coordinator at the St. Louis facility, even if one of the Mechanics works on a project for an extended period of time at the Birch Tree

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

location, which happens irregularly (the Employer provided general testimony that at the time of the hearing, a St. Louis employee was assigned to a project in Southern Missouri but provided no further details). The same applies for the Birch Tree's Service Manager who supervises all of the Birch Tree Mechanics and the Lube Technician regardless of where they are working.

In addition, while the Company President is involved in ultimately making hiring and disciplinary decisions, it is clear that he relies heavily upon the recommendations of the Service Managers. The Company President also heavily relies upon the Service Managers at each facility to recommend coachings, discipline, raises, bonuses, and any need for training and for assigning work. There was no evidence as to whether the Company President conducts his own investigations into misconduct or refuses to abide by the decisions of the Service Managers located at each facility.

As cited above, evidence showing centralized control is not enough to overcome the conclusion that sufficient local autonomy exists to support a single local presumption. The Employer relies on the Service Managers assigning Mechanics to projects daily. In making personnel decisions, the Company President relies heavily on the Service Managers, including hiring, discipline, raises, and bonuses. Service Managers control the day-to-day operations at their respective facility. Such control does not change when an employee from one facility works temporarily at or near the other facility. This shows that the Service Managers control day-to-day operations. Based upon the foregoing, the control over daily operations weighs heavily in favor of a single-facility unit.

## ***2. Similarity of Skills, Functions, and Working Conditions***

Employees at the facilities in dispute share similar skills, functions, and working conditions with some notable differences. Even though the St. Louis Mechanics may have the skills necessary to do the work that the Birch Tree Mechanics do on quarries, the evidence establishes that they do not have the proper certification to work on a quarry. Indeed, there was no evidence showing that any St. Louis employee has ever worked in a quarry. The underlying construction projects vary, but all of the Mechanics repair and maintain equipment used by the sister companies. Due to the varying work both locations do, the day-to-day operations differ. The record established that the St. Louis employees work significantly on asphalt, while the Birch Tree employees work in quarries and bridge projects. However, regardless of whether a Mechanic works in a quarry or on another type of project, the evidence revealed that the type of work they do is similar.

All of the employees at both locations have company-owned vehicles, however, the type and size of the truck depends on their position and location. The Birch Tree Mechanics drive larger trucks than the St. Louis Mechanics due to their work in the quarries. Conversely, St. Louis

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

Mechanics drive smaller trucks more suited to their urban setting. The Lube Technician has a lube truck that no one else drives. It is unclear what type of truck the Yard Coordinator drives.

During winter months, employees at each facility have different working conditions. St. Louis Mechanics work indoors in the St. Louis shop 85-95% of the winter months. There is no “shop” at the Birch Tree location. In addition, the Birch Tree Mechanics typically work in the field all year-round servicing equipment and on bridge projects and quarries, for example. If the Birch Tree Mechanics need to work in a shop, they must travel to one of the Employer’s sister companies’ shops due to particularized needs.

All employees have access to the same benefits and are subject to the same employee handbook, record their hours using the same program, and are paid by the same entity. There was some testimony presented that the employees at the St. Louis facility make slightly more per hour than the employees at the Birch Tree facility due to an increased cost of living. However, any differential in pay was not substantial. The job description for Mechanics at both locations are identical. Other than the certification required to work in quarries, the qualifications are identical for all Mechanics. There was no evidence showing the qualifications of the Lube Technician or the Yard Coordinator.

All employees have the same uniforms, though they are not mandatory at either location. In addition, the Employer provides a \$200 allowance to purchase safety shoes.

Regarding similarity of skills, functions, and working conditions, the evidence supports finding that a single-facility unit is appropriate. While the job descriptions, work uniforms, policies and procedures are identical to both locations, it is clear that the working conditions vary by location enough to find that this element weighs in favor of a single-unit facility. Specifically, Birch Tree employees frequently work in quarries which require a certification that none of the St. Louis employees have, while St. Louis Mechanics work more frequently on asphalt projects. In addition, Birch Tree employees work in the field year-round, while St. Louis employees work indoors in a shop during the winter months.

### ***3. The Degree of Employee Interchange***

Employee contact is considered interchange where a portion of the workforce of one facility is involved in the work of the other facility through temporary transfer or assignment of work. However, a significant portion of the work force must be involved, and the workforce must be actually supervised by the local branch to which they are not normally assigned in order to meet the burden of proof on the party opposing the single-facility unit. *New Britain Transp. Co.*, 330 NLRB 397, 398 (1999). For example, the Board found that interchange was established and significant where during a 1-year period there were approximately 400 to 425 temporary employee

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

interchanges among three terminals in a workforce of 87 and the temporary employees were directly supervised by the terminal manager from the terminal where the work was being performed. *Dayton Transport Corp.* 270 NLRB 1114 (1984). On the other hand, if the amount of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met, including where a party fails to support a claim of interchange with either documentation or specific testimony providing context. *Cargill, Inc.*, 336 NLRB 1114 (2001); *Courier Dispatch Group*, 311 NLRB 728, 731 (1993). Also important in considering interchange is whether the temporary employee transfers are voluntary or required, the number of permanent employee transfers, and whether the permanent employee transfers are voluntary. *New Britain Transp. Co.*, *supra*.

With respect to the degree of interchange, although frequent and regular interchange supports finding a community of interest, it is also well-established that infrequent, limited, and one-way interchange does not require finding a shared community of interest. For example, in *Starbucks Corp.*, the Board found that two percent of shifts at the petitioned-for store were worked by employees from other stores, and that this did not “establish that the petitioned-for employees regularly or frequently interchange with employees” in the employer’s administrative district “and instead indicate that any interchange is limited and infrequent.” 371 NLRB No. 71 (2022).

Here, the record fails to establish that a significant portion of the workforce works among or between the facilities which the Employer contends must be in the unit. In this regard, I note that the record evidence established that there are some limited and infrequent projects that involve employees from both facilities. However, the frequency with which employees interchange was not clearly established or even if such assignments constitute a temporary transfer. Even in instances where there was a Mechanic from the St. Louis facility and an employee from the Birch Tree location working on the same project, there was not clear evidence showing that these assignments were mandatory or that the Mechanic from one facility ever interacted with employees from the other facility. In addition, the evidence suggests that when a St. Louis employee is assigned to a project near the Birch Tree location for extended periods of time, they still report to the St. Louis Service Manager. The same applies for Birch Tree Mechanics working near the St. Louis facility; they continue to report to the Birch Tree Service Manager.

The evidence shows that the employees, for the most part, are assigned to work based upon the proximity of their home to the project. A significant portion of the St. Louis workforce have never been to the Birch Tree location. The record did not clearly show that any out-of-town assignments are mandatory, or even that the irregular out of town assignments constitute interchange. When employees at both facilities work on the same project, it is unclear whether they ever interact. There was no evidence that employees from one location are ever reassigned to the other location. Even in those instances where employees from one facility work near the other

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

facility, the evidence shows that the employee's supervisor does not change. For these reasons, I find that employee interchange weighs in favor of a single-unit facility.

#### ***4. Distance between Locations***

While significant geographic distance between locations is normally a factor in favor of a single-facility unit, it is less of a factor when there is evidence of regular interchange between the locations, and when there is evidence of centralized control over daily operations and labor relations with little or no local autonomy, particularly when employees at the facilities otherwise share skills, duties, and other terms and conditions of employment, as well as are in contact with one another. *Trane*, supra at 868. While the Board has not provided a bright line rule regarding the distance between facilities, the Board has tended to find in favor of a multi-facility unit when the distance between them range from two to 12 miles, depending largely on what other factors are present. See, e.g., *Lipman's*, 227 NLRB 1436 fn. 7 (1977) (stores located only two miles apart appropriate single-facility units); *Red Lobster*, supra at 912 (stores with an average distance of 7 miles apart and all within a 22-mile radius appropriate single-facility units); *New Britain Transp. Co.*, supra at 398 (“[G]eographic separation [of 6 to 12 miles], while not determinative, gains significance where, as here, there are other persuasive factors supporting the single-facility unit).

As stated above, the facilities in dispute in this matter are 174 miles from one another. In view of my conclusions regarding the first three factors, I conclude that the distance between locations further supports my conclusion that a single-facility unit is appropriate.

#### ***5. Bargaining History***

The absence of bargaining history is a neutral factor in the analysis of whether a single-facility unit is appropriate. *Trane*, supra at 868, fn. 4. Thus, the fact that there is no bargaining history in this matter does not support nor does it negate the appropriateness of the unit sought by Petitioner.

### **III. CONCLUSION**

In determining that the single-facility unit sought by Petitioner is appropriate, I have carefully considered the record evidence and weighed the various factors that bear on the determination of whether a single-facility unit is appropriate. In particular, I rely on the location-specific control over the employees' day-to-day operations, differences in the day-to-day operations, the irregular and infrequent interchange between the different facilities, and the significant distance between the facilities in reaching my conclusion that the single-facility unit sought by Petitioner is appropriate. While the Mechanics at both facilities have similar tasks, the types of machinery they work on differs, including the requirement that Birch Tree Mechanics need a special certification.

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.<sup>7</sup>
3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
4. A 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.
5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

**INCLUDED:** All full-time and regular part-time Mechanics and Yard Operators employed by the Employer at its 1620 Woodson Road, St. Louis, MO 63114 facility.

**EXCLUDED:** All office clerical employees, professional employees, confidential employees, managerial employees, guards and supervisors as defined in the Act, and all other employees.

#### **IV. DIRECTION OF ELECTION**

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by **International Union of Operating Engineers, Local 513**.

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<sup>7</sup> The parties stipulated at hearing that: The Employer, Titan Truck and Equipment Company, LLC, with its principal offices located at 1620 Woodson Road, St. Louis, MO and a facility located at 761 Suset Court, Birch Tree, MO, the only facilities involved, is engaged in providing truck and equipment maintenance and repair. During the past 12 months, a representative period of time, the Employer provided services valued in excess of \$50,000 from the 1620 Woodson Road, St. Louis, Missouri facility directly to customers located outside the State of Missouri.

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

### **A. Election Details**

A manual election will be conducted on **Tuesday, April 22, 2025**, from **8:00 a.m. to 10:00 a.m.** in the **Missouri Petroleum Conference Room** at the Employer's 1620 Woodson Road, St. Louis, MO 63114 facility.

### **B. Voting Eligibility**

Eligible to vote are those in the unit who were employed during the payroll period ending **April 6, 2025**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. In a mail-ballot election, employees are eligible to vote if they are in the unit on both the payroll period ending date and on the date they mail in their ballots to the Board's designated office.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are: (1) employees who have quit or been discharged for cause since the designated payroll period, and, in a mail-ballot election, before they mail in their ballots to the Board's designated office; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

### **C. Voter List**

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the Regional Director and the parties by **Wednesday, April 9, 2025**. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at [www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015](http://www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015).

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at [www.nlr.gov](http://www.nlr.gov). Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

#### **D. Posting of Notices of Election**

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.



Titan Truck & Equipment Company, LLC  
Case 14-RC-361782

## **V. RIGHT TO REQUEST REVIEW**

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review must be E-Filed through the Agency's website and may not be filed by facsimile. To E-File the request for review, go to [nlrb.gov](http://nlrb.gov), select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining the circumstances concerning not having access to the Agency's E-Filing system or why filing electronically would impose an undue burden. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review. Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: April 7, 2025

*/s/ Susan A. Wade-Wilhoit*

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Susan A. Wade-Wilhoit, Acting Regional Director  
National Labor Relations Board, Region 14  
1222 Spruce Street, Room 8.302  
Saint Louis, Missouri