

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

**MID-TOWN PETROLEUM ACQUISITION, LLC
A SUBSIDIARY OF RELADYNE, LLC**

Employer

and

Case 13-RC-367070

TEAMSTERS LOCAL UNION NO. 705

Petitioner

DECISION AND DIRECTION OF ELECTION

The Petitioner seeks to represent a unit of all full-time and part time fuel and oil drivers¹ employed by the Employer at 290 E. Joe Orr Rd., Chicago Heights, Illinois; 2000 S. Elmhurst Rd., Elk Grove Village, Illinois; and 2500 E. Chicago Ave., East Chicago, Indiana.² The Employer asserts that the petitioned-for unit is inappropriate because it excludes employees in the job classifications of blender operator; equipment technician; and warehouse shipping and receiving.³

¹ The record reflects, and the Employer states in its brief, that the terms “oil” drivers and “lube” drivers are used interchangeably. Thus, any references to “oil” drivers should be construed as referring to “lube” drivers, and vice versa.

² The petitioned-for unit is:

Included: all full-time and part-time fuel and oil drivers[.]

Excluded: all warehouse workers, dock workers, mixers, loaders, maintenance workers, dispatchers, clerical and office employees, managers and supervisory employees, and security personnel[.]

The petition further states that the “City and State where [the] unit is located” is as follows:

1. 290 E[.] Joe Orr Rd[.], Chicago Heights, IL 60411-8215
2. 2000 S. Elmhurst Rd[.], Elk Grove Village, IL 60007
3. 2500 E. Chicago Ave., East Chicago, IN 46312

There are approximately twenty-six employees in the petitioned-for unit—nine fuel drivers and seventeen oil drivers.

The Petitioner states that it is unwilling to proceed to an election in any unit other than the one for which it has petitioned.

³ The Employer does not challenge the scope of the petitioned-for unit. Rather, it argues that the following approximately twenty-one excluded employees should be included in the unit: three employees classified as blender operators, four employees classified as equipment technicians, and fourteen employees classified as warehouse shipping and receiving.

On June 20, 2025, a hearing officer of the Board conducted a hearing, during which the parties presented their positions and supporting evidence.⁴ The parties filed post-hearing briefs.

For the following reasons, based on the record, the parties' briefs, and relevant Board law, I find that the petitioned-for unit is appropriate. I shall direct an election accordingly.

I. Record Evidence

A. The Employer's General Operations

The Employer, which is a subsidiary of RelaDyne, LLC, markets and supplies lubricants, fuels, and related products and services. It has passenger car motor oil customers (such as oil change service providers), commercial customers (such as trucking companies or lawn care commercial facilities), and industrial customers (such as manufacturing and metal finishing companies).

⁴ In the Employer's statement of position, it stated that it reserved the right to appeal any decision of the Board, "including the fact that the [Board] lacks the required three-member quorum necessary to issue decisions potentially pertinent to this case." During the hearing, the Employer stated that the current Board lacks a quorum, and that it "reserved the right" to raise a "quorum" argument on appeal, if necessary. However, the Employer, in its post-hearing brief, did not raise any issues relating to a quorum.

In any event, the argument that the lack of a Board quorum affects the processing of this representation case is incorrect. NLRB Board Rule and Regulation 29 C.F.R. 102.182 states that representation cases should be processed to certification in the absence of a quorum. Moreover, this authority has been upheld by the D. C. Circuit. That court held that Regional Directors have the authority to conduct representation proceedings, despite the absence of a quorum. *UC Health v. NLRB*, 803 F.3d 669 (D.C. Cir. 2015); *SSC Mystic Operating Co., LLC, v. NLRB*, 801 F.3d 302, 308 (D.C. Cir. 2015), *cert. denied*, 580 U.S. 986 (2016). As *SSC Mystic* explained: "we must defer to the Board's reasonable interpretation that the lack of a quorum at the Board does not prevent Regional Directors from continuing to exercise delegated authority that is not final because it is subject to eventual review by the Board." 801 F.3d at 308.

Nor does it matter that those cases relied upon a Board interpretation of the NLRA. The Supreme Court in *Loper Bright Enterprises v. Raimondo* made clear that a holding's "[m]ere reliance on *Chevron* cannot constitute a special justification for overruling such a holding, because to say a precedent relied on *Chevron* is, at best, just an argument that the precedent was wrongly decided." 603 U.S. 369, 375 (2024). In any event, the D.C. Circuit in *U.C. Health* found the Board's interpretation persuasive on its own terms:

[A]llowing the Regional Director to continue to operate regardless of the Board's quorum is fully in line with the policy behind Congress's decision to allow for the delegation in the first place. Congress explained that the amendment to the NLRA that permitted the Board to delegate authority to the Regional Directors was "designed to expedite final disposition of cases by the Board." See 105 Cong. Rec. 19,770 (1959) (statement of Sen. Barry Goldwater). Permitting Regional Directors to continue overseeing elections and certifying the results while waiting for new Board members to be confirmed allows representation elections to proceed and tees up potential objections for the Board, which can then exercise the power the NLRA preserves for it to review the Regional Director's decisions once a quorum is restored. And at least those unions and companies that have no objections to the conduct or result of an election can agree to accept its outcome without any Board intervention at all. The Board's interpretation thus avoids unnecessarily halting representation elections any time a quorum lapses due to gridlock elsewhere.

803 F.3d at 675–76.

The Employer operates a facility in Chicago Heights, Illinois. The Employer also uses offsite locations in Elk Grove Village, Illinois and East Chicago, Indiana, where fuel drivers keep their trucks, leave for their daily routes, and return their trucks at the end of the workday.

The Chicago Heights facility is essentially divided into office and warehouse parts. Employees on the office side perform customer service, billing, finance, and clerical tasks. Employees on the warehouse side include those in the classifications of delivery drivers, blender operators, equipment technicians, and shipping and warehouse.⁵ The testimony of the Employer's Area Business Manager indicates that the warehouse employees are grouped separately by department which as best as can be deciphered is that warehouse shipping and receiving is divided into three departments – package warehouse, bulk warehouse and custom blending warehouse, and then there are separate departments for fuel drivers, lube drivers, and equipment technicians. All of these warehouse employees work at or are based out of the Chicago Heights facility (although fuel drivers actually pick up their trucks at off-site locations). And all warehouse employees are paid hourly and perform physical labor.

The warehouse employees have some basic working conditions and requirements in common. All warehouse employees have the same benefits, wear the same uniform and follow the Employer's associate handbook. The warehouse employees must complete monthly safety training through an app called Luma. Drivers may generally have an additional video topic to complete during their monthly safety training. And with the exception of fuel drivers, who have a remote safety meeting through Teams, warehouse employees have departmental safety meetings at the Chicago Heights facility.

I discuss, below, additional facts regarding the petitioned-for employees and the employees the Employer argues must be added to the unit to make it an appropriate one for purposes of bargaining.

B. The Petitioned-for Employees⁶

The Employer has the general job title of "Delivery Driver." Within that classification, the Employer has subclassifications "DRIVER, Lube Services" and "DRIVER Fuel Services." As mentioned, the Petitioner seeks to represent a unit of lube drivers and fuel drivers, both of which fall under the general job classification of "Delivery Driver."

The Employer has four types of vehicles in its fleet: combo trucks (also referred to as combo box trucks), tank wagons (also referred to as straight trucks), tractor trailers (also referred to as a semi-tanker), and F350s. The Employer uses combo box trucks to deliver package goods and drums. The combo box trucks also have pumps on them that pump antifreeze, trans fluid, hydraulic fluid, and motor oil. A tank wagon has a vessel on back for holding bulk lubricants. The Employer uses tank wagons to deliver only oil, trans fluid, and hydraulic fluid. A tractor

⁵ The overall classification of delivery driver includes fuel drivers and lube drivers. The record does not show that any other drivers fall under the delivery driver classification.

⁶ The following summaries are based on the job descriptions, witness's testimony, and additional documentary evidence where relevant.

trailer, which is different from a tank wagon, is used to deliver fuel, and has separate components. F350s are flatbeds/pickups.⁷

Delivery Drivers

The record contains a job description for “Delivery Drivers,” which includes lube drivers and fuel drivers. The job objective states as follows: “Deliver product to customers in a safe, timely, damage free, and professional.”

The job description lists the delivery drivers’ essential duties and responsibilities regarding deliveries, pick-ups, quality, and driving. With respect to deliveries, the drivers are to deliver materials by the time scheduled by their supervisor; validate directions; unload or assist in unloading material as required; ensure that material is properly secured and within weight limits; ensure delivery of ticket with material and obtain customer signature; collect payment as necessary on COD tickets; and communicate with their supervisor throughout the day.

Regarding pick-ups, delivery drivers are to pick-up customer returns and validate that the product matches the request for credit. They also pick up local purchase orders and secure and return packing lists.

As for duties relating to quality, delivery drivers are to verify that all material has been unloaded and placed at the delivery site, meeting and/or exceeding customer needs; verify the customer’s signature on the delivery ticket, and print name next to the signature as needed; review delivered orders with the supervisor for completion, accuracy, and format; and they return all delivery ticket copies to the warehouse, and verify that none are missing.

Further, with respect to driving, the job description states that delivery drivers are to perform daily pre-trip and post-trip inspections; comply with all Department of Transportation (DOT) standards and regulations; and fuel the truck as necessary.

The job description also lists additional responsibilities, including, among other things, assisting in warehouse operations as necessary. Finally, the job description states that in addition to the essential job functions, all associates will perform duties requested by management.

As mentioned above, lube drivers and fuel drivers are the two subclassifications of delivery drivers and are the employees the Petitioner seeks to represent.

The Area Business Manager also testified that drivers may occasionally work hand in hand with equipment technicians by assisting equipment managers with first fills and star cleanings. I discuss those matters under the section describing the job duties of equipment technicians.

1. Lube Drivers

As mentioned above, a sub-classification of delivery driver is lube driver. The Employer’s seventeen lube drivers work out of the Chicago Heights warehouse where they mobilize their trucks from three particular loading docks. The combo trucks and tank wagons,

⁷ According to the Area Business Manager, the Employer trains all of the warehouse employees to operate forklifts for picking and pulling orders, transporting pallets around the warehouse, and loading and unloading trucks. He testified that drivers use forklifts for unloading. However, as stated above, he later testified that fuel drivers do not need to use forklifts. And, the lube driver testified that he was not trained to use, and has never used, a forklift.

driven by lube drivers, are located in separate areas of the warehouse. Their hourly pay ranges from \$26.00 to \$36.56. Most lube drivers work four 10-hour days a week, but two work five eight-hour days a week. The lube drivers are supervised by Driver Manager Lou Ruvalcaba, and their dispatcher is Anthony Ragan. The lube driver testified that Driver Manager Ruvalcaba is his supervisor. The Employer's organization chart lists Ruvalcaba as the supervisor for one lube driver and Ragan as the supervisor for other lube drivers. Ruvalcaba reports to the Area Business Manager, Andy Dawson.

Lube drivers typically operate combo trucks as their entry-level truck and, after they have demonstrated that they are proficient with that vehicle, they move up to driving tank wagons. Lube drivers, like other warehouse employees, receive monthly safety training through the Luma app on their phones. They also have departmental safety meetings once a month in a lunchroom at the warehouse; Ruvalcaba and the safety coordinator also participate in those meetings.⁸

Although warehouse shipping and receiving employees primarily load equipment trucks, on occasion lube drivers may assist with loading or unloading their trucks. According to the Area Business Manager, in on-call weekend emergency situations when warehouse shipping and receiving employees are not present, lube drivers would need to pick and pull the product and load their trucks by themselves. However, the testimony from the lube driver was that he has never loaded his truck or picked and pulled his own orders. The Area Business Manager testified that lube drivers may occasionally reorganize the back of their truck using a powered pallet jack or unload totes from their truck.⁹ Blender operators and warehouse shipping and receiving may assist with this unloading.

Lube drivers must hold at least a Class B driver's license. The lube driver who testified stated that he holds a Class B CDL with air brake and tank endorsement. He drives a tank wagon with a 4,000 gallon capacity, and his duties are to deliver oil, trans fluid, hydraulic fluid, and some packaged goods that fit into his side box.¹⁰

The lube driver described his typical day and related details. He works four 10-hour days per week, Monday through Thursday (which is the same schedule most, but not all, of the lube drivers work). He starts work between 5:00 a.m. and 5:15 a.m., clocks in with a phone app called Samsara, does a pre-trip on his truck, starts up his truck and lets it run, and changes into his uniform. He then goes to the back of the warehouse where the tank wagons are parked, gets his route, and draws his tickets for the day's deliveries.¹¹ He checks his load sheet against what has been loaded into his truck by the night loader, and if there is a discrepancy, he will talk to the night loader to determine what accounts for the discrepancy. It is hardly ever the case that there is a discrepancy, but if items do need to be unloaded and reloaded, the lube driver will assist with

⁸ Fuel drivers, blender operators, warehouse shipping and receiving, and equipment technicians do not attend the lube drivers' safety meetings.

⁹ He later testified, however, that fuel drivers have no need to unload their trucks.

¹⁰ Prior to driving a tank wagon, the lube driver drove a combination box truck. On one occasion, before the lube driver began driving tank wagons and was "floating," he drove an F350 flatbed. On the occasions when he helps to unload his truck, the lube driver uses an electric power jack, not a forklift.

¹¹ The record shows that the lube drivers' dispatcher prepares the route assignments, and the warehouse shipping and receiving and/or warehouse manager prepare the clipboards with the load sheet and tickets for the lube drivers.

that process. If the lube driver has any packages to deliver, he will place the packages in the side box of his truck. The lube driver will then proceed on his daily route.

The lube driver further testified that he was assigned a specific tank wagon, and he drives the same truck every day. He has never loaded his truck,¹² but he has unloaded it at the warehouse on occasions when night loaders are short and there is just one person working. The lube driver further testified that he had not worked with or assisted equipment technicians with any type of job functions. And he has not assisted or been assisted by blender operators. He has never picked or pulled his own orders, as mentioned above, and he has never filled in for a warehouse employee.

Although the Area Business Manager's testimony is somewhat ambiguous on this point, it appears that there are "a couple" of lube drivers who are trained in fuel; and, lube drivers have performed fuel driver work one to three times over the past year.

2. Fuel Drivers

There are nine fuel drivers who all work five eight-hour days a week and operate tank wagons or tractor trailers. Fuel drivers are paid in a range of \$32.00 to \$41.20 per hour. They report to Distribution and Logistics Manager Cassius Anderson, who became their supervisor three months prior to the date of the hearing. It appears that before Anderson took on this role, another individual supervised both the fuel drivers and lube drivers at some point in the past. Anderson reports to the Area Business Manager, Dawson.

Fuel drivers typically drive tank wagons and tractor trailers. These employees need a CDL A with HAZMAT endorsement to operate tractor trailers and a CDL B with HAZMAT endorsement to operate a tank wagon. The minimum license they must hold is a Class B with HAZMAT endorsements. Fuel drivers do not participate in on-site safety meetings. They receive safety training through Luma, as do the other warehouse employees.

The fuel driver who testified stated that his job is to haul fuel. He drives an assigned semi tanker (a tractor trailer) and has a Class A license with HAZMAT, tanker, and air brakes.¹³ He works out of the Chicago Heights location, but he rarely goes there. Instead, he reports to the JR Repair location in East Chicago, Indiana each day to pick up his truck.¹⁴ He also returns his truck to JR Repair at the end of each day.

The fuel driver testified about a typical workday. The fuel drivers' dispatcher, Robert Moreno, prepares the dispatches and sends the route to fuel drivers through text message and email the day before. At the start of the workday, the fuel driver clocks in with the Samsara app. The fuel driver testified that he then goes over his route and heads to a large gas refinery called Citgo to load his trailer. He delivers the fuel and returns his truck to JR Repair at the end of the workday. The fuel driver testified that twice a month, he goes to the Employer's Chicago Heights facility to deliver fuel for the Employer's on-site use. The fuel drivers located in Elk

¹² I infer that this testimony referred to initially loading the truck. As mentioned, there may be a rare occasion during which the lube driver assists with unloading and reloading to correct a load discrepancy.

¹³ A semi tanker is different from a tank wagon insofar as a semi tanker is not a single piece of equipment. A semi tanker is a two-part tanker and trailer. The fuel driver testified that he has never driven a box combo truck or an F350 pickup truck or flatbed.

¹⁴ Four fuel drivers park at JR, two park at Citgo, and three park in Elk Grove Village.

Grove Village rarely, if ever, go to the Chicago Heights warehouse and when they do it may be to take part in driver appreciation week.

The record does not indicate that fuel drivers have contact with employees in the other warehouse classifications. The fuel driver testified that when he returns to the yard, no one else is present. The fuel driver testified that he has never unloaded his truck (there is nothing to unload after a day's deliveries). He further testified that he has never assisted or received assistance from a warehouse shipping and receiving employee, blender operator, or equipment technician. Also, he has never operated a combo truck or an F350.

Finally, the Area Business Manager testified that because of qualifications, there are only rare instances of interchange between lube drivers and fuel drivers. Fuel drivers do not perform any of the lube drivers' work because none of the fuel drivers are trained to operate the combo trucks.

C. The Employee Classifications the Employer Seeks to Add to the Unit

1. Warehouse Shipping and Receiving

The job description for warehouse shipping and receiving employees is to "Assist warehouse management ... in all areas of the warehouse." The job description details its picking and shipping duties along with housekeeping and other responsibilities in the warehouse. Other duties listed include assisting the driver with deliveries as needed.

There are fourteen warehouse shipping and receiving employees at the Chicago Heights location. Their pay ranges from \$18.72 to \$33.29 per hour. They are supervised by Warehouse Manager Thaddeus Kraska and Bulk Bay Supervisor Michael Pittacora. Kraska reports to Distribution and Logistics Manager, Lathan Addison who, in turn, reports to Dawson. Pittacora reports to Warehouse Manager James Cottini, who reports to Distribution and Logistics Manager Anderson. Anderson, in turn, reports to Area Business Manager Dawson.

The Employer's Area Business Manager testified that warehouse shipping and receiving employees pick and pull orders, package products, and serve as the primary employees who load and unload lube trucks. They are not required to hold any type of CDL. He further testified that there are some warehouse shipping and receiving employees who have a CDL and may make emergency deliveries on occasion. Such emergencies would involve extreme scenarios when there are no other drivers or other equipment technicians available; such scenarios occur maybe two or three times a year.

2. Blender Operators

There are three Blender Operators at the Employer's Chicago Heights location. The pay range for Blender Operators is from \$24.00 to \$27.71 per hour. They are supervised by Warehouse Manager Thaddeus Kraska.

The blender operators' primary function is to blend finished lubricants. Additional duties may include packing product, assist picking and pulling orders, and loading and unloading trucks. As reflected in the job description, blender operators must have experience in chemical/lubricant mixing, batching, batch processing, and/or synthesis reactions. Blender operators receive paperwork regarding their assignments and use powered pallet jacks or forklifts to get the necessary raw materials from the custom blend section of the warehouse to place in the

blend vessels. Blender operators undergo monthly online safety training and are held to a housekeeping standard similar to other warehouse employees.

As for driving, blender operators do not have CDLs. The Area Business Manager could not recall an example of when a blender operator had to perform a delivery.

3. Equipment Technicians

Four equipment technicians work at the Chicago Heights location. Their pay ranges from \$21.84 to \$26.23 per hour. Their supervisor is Equipment Manager Darrel Hoover.

Equipment technicians primarily help put together lubricant handling equipment—tanks with pump systems and hose reels—in the Employer’s shop and deliver that equipment to customers’ locations so they can be filled with lubricants. They also do any repairs on that equipment at the customers’ locations. Further testimony states that equipment technicians load and unload trucks.

Per the job description, the job objective of equipment technicians is to provide equipment technician services to customers in a safe, cost effective, timely, and professional manner. The job description sets forth essential duties and responsibilities which primarily focus on mechanical and repair skills. The job description also states that they must follow standard operating procedures for fuel and lube equipment; effectively update the customer repair spread sheet in a timely manner; and effectively set up proper fuel, lube, or DEF equipment at a new customer site. There is no mention of any driving duties or responsibilities for the equipment technicians in the job description.

Equipment techs sign in through the Samsara app on their phones.

Regarding driving, equipment technicians operate F350 flatbeds as part of their duties. Specifically, during the course of normal business week, they operate F350s to make at least weekly equipment deliveries. It is unclear if all equipment technicians have a CDL, but in order to operate the F350s they must have one.¹⁵ They receive their equipment delivery dispatch through email prepared by a senior equipment technician, and they mobilize their vehicles from a loading dock that is different from the loading docks lube drivers use. There are also certain emergency occasions when equipment technicians may deliver lubrication products to lube customers. This may happen if there is a customer run out or a customer emergency where drivers are already out on the road. Product deliveries occur about once a week. These emergencies do not involve the delivery of fuel. Equipment technicians typically load and unload their own vehicles and may make up to two back-and-forth trips from the warehouse.

Further, there are situations—referred to as “first fills”—which are seasonal¹⁶ where, several times a month, an equipment technician delivers equipment to a customer for the first time. In those scenarios, a product must be placed in the brand new vessel. The Area Business Manager testified that when this happens, about 80% of the time an equipment technician and a driver meet at the customer site and generally work together to set the equipment and fill it for

¹⁵ The Area Business Manager testified that if an equipment technician has the proper qualification and there is a business need, they could drive something besides the F350. But these are infrequent occurrences. One equipment technician holds a Class B license.

¹⁶ The length of the season was not defined.

the first time for the customer. However, the lube driver testified that he has never done first fill and that he was unfamiliar with first fills.

The Area Business Manager also testified that equipment technicians typically do “star cleaning,” which is a specialty service offered by the Employer. “Star cleaning” removes a type of algae growth from underground fuel tanks, that is, the underground tanks at gas stations. The process involves a specialized trailer with specialty equipment to clean the fuel, remove water from it, and then place the product back in the tanks. These cleanings are seasonal and while the season was not defined, there appear to be at least a couple months in the fall. During the season, the Employer does four to six star cleanings a month, but over one particular two-and-a-half week period, it did 122 tanks across various locations for a large customer. According to the Area Business Manager, if there are times when an equipment technician with a CDL B with HAZMAT is not available, the Employer will draft a driver with HAZMAT into assisting the equipment technician for the day, specifically, driving the equipment. Driver participation for these cleanings is about 50% of the time although a driver was present for the entire time at the 122 tank cleaning job referenced above.

II. Analysis

A. Relevant Principles

Under Section 9(b) of the National Labor Relations Act, a petitioner may seek to represent some, but not all, of the job classifications at a particular workplace. See, e.g., *American Steel Construction, Inc.*, 372 NLRB No. 23, slip op. at 3 (2022). The Board considers only whether the unit is *an* appropriate unit, even though it may not be the optimum or most appropriate one for collective bargaining. *Overnite Transportation Company*, 322 NLRB 723, 723 (1996). Thus, “[t]here is nothing in the statute which requires that the unit for bargaining be the only appropriate unit, or the ultimate unit, or the most appropriate unit; the Act only requires that the unit be ‘appropriate.’” *Id.* (quoting *Morand Bros. Beverage Co.*, 91 NLRB 408, 418 (1950), *enfd. on other grounds* 190 F.2d 576 (7th Cir. 1951)). Accord *Wheeling Island Gaming*, 355 NLRB 637, 637 fn. 2 (2010). Indeed, it “is elementary that more than one unit may be appropriate among the employees of a particular enterprise,” and the Board’s decision “in a particular case ‘involves a large measure of informed discretion.’” *Hagg Drug Co., Inc.*, 169 NLRB 877, 877 (1968).

The Board has set forth the criteria for determining whether a petitioned-for unit is an appropriate unit for the purposes of collective bargaining. Specifically, in *American Steel Construction*, *supra*, slip op. at 13, the Board held that a petitioned-for unit is appropriate if it: “(1) shares an internal community of interest; (2) is readily identifiable as a group based on job classifications, departments, functions, work locations, skills, or similar factors; and (3) is sufficiently distinct.”¹⁷

The Board explained that the first element “simply reflects the principle . . . that petitioned-for employees must share a community of interest that renders the unit suitable for collective bargaining.” *American Steel Construction*, *supra*, slip op. at 2. At bottom, the first

¹⁷ The hearing officer observed without objection from the parties that under the third element of *American Steel*, the Employer bears the burden of establishing that there is an overwhelming community of interest between the petitioned-for employees and excluded employees.

element requires that the petitioned-for unit must be “homogenous[,]” as opposed to a “heterogenous grouping of classifications with disparate interests. Id.

The Board further explained that the second element “is met where the unit employees can ‘logically and reasonably be segregated from other employees for the purposes of collective bargaining.’” *American Steel Construction*, supra, slip op. at 2. That is, there must be a “substantial rational basis for the unit’s contours.” Id. This “ensure[s] that the petitioned-for subdivision of employees does not represent a ‘clearly arbitrary’ unit composed of random classifications and with no coherent organizing principle.” Id.

With respect to the third element, the Board stated as follows:

If a party contends that a petitioned-for unit is not sufficiently distinct—i.e., that the smallest appropriate unit contains additional employees—then the Board will apply its traditional community-of-interest factors to determine whether there is an ‘overwhelming community of interest’ between the petitioned-for and excluded employees, such that there is no rational basis for the exclusion. If there are only minimal differences, from the perspective of collective bargaining, between the petitioned-for employees and a particular classification, then an overwhelming community of interests exists, and that classification must be included in the unit.

American Steel Construction, supra, slip. op. at 13. This element “recognizes that even if the petitioned-for unit exhibits a mutuality of interests and has some coherent organizing principle, it may nonetheless be inappropriate because it excludes employees who cannot rationally be separated from the petitioned-for employees on community-of-interest grounds.” Id., slip op. at 4. “When applying this element, the Board invalidates petitioned-for units where the petitioned-for employees have little-to-no separate identify from the excluded employees.” Id. But “[c]rucially, the Board has always made clear that the presence of some overlapping interests between the petitioned-for and excluded employees does not invalidate the petitioned-for unit, even if those overlapping interests indicate that a larger unit would also be appropriate for collective bargaining.” Id. Instead, “the excluded employees must share . . . overwhelming . . . interests with the petitioned-for employees to mandate inclusion.” Id. (citations and internal quotations omitted). An “employer must prove that the petitioned-for unit is irrational and that there is no legitimate basis upon which to exclude certain employees from it.” Id. (citations and internal quotations omitted).

Finally, it is well-established that the traditional community of interest factors consider “whether the employees are organized into a separate department; have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are fundamentally integrated with employer’s other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised.” *American Steel*, supra, slip op. at 13 (citing *United Operations, Inc.*, 338 NLRB at 123).

B. The Petitioned-For Unit is an Appropriate Unit

1. The petitioned-for fuel drivers and oil drivers share an internal community of interest.

After the parties presented their evidence, the Employer reiterated its contention that the petitioned-for unit was not “sufficiently distinct” under the third element of *American Steel*. The Employer also questioned whether the fuel drivers shared a community of interest with any other employees and were sufficiently distinct from the lube drivers. The hearing officer requested that the parties brief this additional issue. I find that this additional issue raised at the conclusion of the hearing is whether the petitioned-for employees share an internal community of interest under the first element of *American Steel*.

The Employer, highlighting what it argues are material differences between the fuel drivers and lube drivers, basically questions whether the fuel drivers and lube drivers share an internal community of interest. The Petitioner disputes that contention and asserts that fuel drivers and lube drivers are a homogeneous group.¹⁸

As discussed below, having considered and weighed the community-of-interest factors, I find that on balance, the evidence shows that although there are differences between the lube drivers and fuel drivers, they share an internal community of interest that renders the petitioned-for unit appropriate for collective bargaining. The fuel drivers and lube drivers have specialized skills and training, and they perform particular job functions that no other warehouse employees perform at all, or as part of their primary duties. They are the only individuals hired by the Employer as “delivery drivers” to operate certain types of trucks, and they must obtain higher-level CDL licenses to perform this work. In addition, there is some evidence of infrequent instances of one-way interchange, insofar as some lube drivers hold Class A CDLs and are trained on fuel and can perform those duties as needed. Further, the petitioned-for employees have the same terms and conditions of employment as each other. Bearing in mind the settled

¹⁸ The Petitioner also argues that under Section 102.66(d) of the Rules and Regulations, the Employer is precluded from asserting new arguments that were not addressed in its Statement of Position. Citing *Brunswick Bowling Products, LLC*, 364 NLRB 1233, 1234 (2016), the Petitioner claims that the Employer cannot argue that the fuel drivers should be in a separate unit from the lube drivers, because it did not raise this contention in its statement of position.

The Petitioner’s contention is without merit insofar as it suggests that I am precluded from considering this issue. It is true that the issue of whether the petitioned-for employees share an internal community of interest only arose at the end of the hearing, after the evidence had been presented. However, although Section 102.66(d) of the Rules and Regulations states that a party will be precluded from litigating a matter based on its failure to timely raise that matter in its statement of position, the Board has made clear that this does not prevent Regional Directors from determining whether a unit is appropriate. Simply put, as the Board has explained, Section 9(a) of the Act obligates the Board to determine whether the petitioned-for unit is appropriate for collective bargaining when the parties refuse to stipulate to the appropriateness of the unit. See, e.g., *Williams-Sonoma Direct, Inc.*, 365 NLRB No. 13 (2017); *Brunswick Bowling Products, LLC*, 364 NLRB No. 96 (2016). See also *Allen Healthcare Services*, 332 NLRB 1308 (2000) (stating that “absent a stipulated record, presumption, or rule, the Board must be able to find—based on some record evidence—that the proposed unit is an appropriate one before directing an election in that unit”). Here, the parties solicited extensive evidence about the appropriateness of the unit. And I find that the record is sufficient for me to address whether the petitioned-for unit is appropriate under *American Steel*. I further note that the parties were presented with the opportunity to brief this additional issue, and did so.

principle that a unit need only be *an* appropriate one, I find that because these commonalities outweigh the differences, the petitioned-for unit meets the first element of *American Steel*.

Departmental Organization

One consideration in determining whether petitioned-for employees share a community of interest is whether the proposed unit conforms to an administrative function or grouping of an employer's operation. See, e.g., *Buckhorn, Inc.* 343 NLRB 201, 202 (2004). The fuel drivers and the lube drivers all work on the warehouse side of the Employer's operation where there are approximately six departments. The record indicates, and the parties do not dispute, that the fuel drivers and lube drivers are grouped in their own respective department (as are most of the different classifications of warehouse employees). I find that this factor weighs against finding that the fuel drivers and lube drivers share an internal community of interest.

Distinct Skills and Training

This factor examines whether employees can be distinguished from one another based on skills and training. *United Operations*, 338 NLRB at 123. If they cannot be distinguished, this factor will weigh in favor of finding a mutual community of interest. Evidence that employees have similar requirements to obtain employment, similar job descriptions or licensing requirements, and participate in the same employer training and/or use similar equipment, supports a finding of similarity of skills. See, e.g., *Casino Aztar*, 349 NLRB 603 (2007); *J.C. Penney Co., Inc.*, 328 NLRB 766 (1999); *Brand Precision Service*, 313 NLRB 657 (1994).

The record establishes that the Employer requires fuel drivers and lube drivers to have specialized skills and training in order to operate lubricant and fuel delivery trucks. This is reflected in the job description for "delivery drivers," which applies to both lube drivers and fuel drivers without any reference to, or distinctions between, the two classifications. The essential skills the delivery drivers must demonstrate include, among other things, performance of daily pre-trip and post-trip inspections, compliance with all Department of Transportation standards and regulations, and possession and maintenance of an unrestricted valid driver's license.

More specifically, the record contains evidence about the licensing requirements for the lube drivers and fuel drivers. All lube drivers and fuel drivers are required to obtain a commercial's driver's license ("CDL") to perform their daily driving tasks.¹⁹ The minimum required license for a lube driver is a Class B CDL. The Class B CDL is required to operate combo trucks and tank wagons. The lube driver who testified stated that he has a Class B CDL with the certifications of air brake and tank endorsement. There is also effectively a training component that lube drivers must fulfill before they can begin driving tank wagons. Specifically, lube drivers start out driving combo trucks and must know how to run that truck before they can move up to driving tank wagons.

¹⁹ The drivers who testified stated that they were assigned particular trucks. The Area Business Manager testified that the Employer does not specifically assign trucks to drivers, but that drivers end up using the same truck.

The Employer requires fuel drivers to hold, at a minimum, a Class B CDL with HAZMAT endorsements. Fuel drivers operate tank wagons or tractor trailers. To be qualified to drive a tractor trailer, a fuel driver must hold a Class A CDL with HAZMAT endorsements.²⁰ The fuel driver who testified stated that he holds a Class A license with HAZMAT, tanker, and air brakes certifications. (I note that the latter two certifications are the same certifications the lube driver who testified holds.)

The record further shows, however, that even though most lube drivers would not be licensed to drive a tractor trailer, a small number of lube drivers—apparently three, based on the Area Business Manager’s testimony—hold a Class A license. And two are trained on fuel. This further indicates an overlap in skills and training between the lube drivers and fuel drivers.

As stated, all warehouse employees must complete monthly safety training. The record indicates that, unlike the other warehouse employees, fuel drivers and lube drivers may receive an additional driver-specific safety topic to complete in a particular month.

I find that based on the above evidence, the lube drivers and fuel drivers share similar skills and training. To summarize, both classifications of drivers are required to hold, at a minimum, a Class B CDL. No other warehouse employees have to obtain that license. There are minor differences between the lube drivers and the fuel drivers insofar as fuel drivers, unlike lube drivers, must have a HAZMAT endorsement on their CDL. But this difference does not diminish the fact that overall, both classifications of drivers share particular specialized licensing requirements and the skills needed to operate the trucks for delivering lubricant products and fuel. Indeed, there are even some specialty lube drivers who, like fuel drivers, hold Class A licenses and are trained on fuel. See *Home Depot USA*, 331 NLRB 1289, 1291 (2000). And, drivers may receive driver-specific training topics to review as part of the required monthly training. I therefore conclude that this factor of distinct skills and training weighs strongly in favor of finding a community of interest between the fuel drivers and lube drivers.

Job Functions

This factor examines whether employees can be distinguished from one another on the basis of job functions and duties. *United Operations*, 338 NLRB at 123. Evidence that the petitioned-for employees perform the same basic job function, have the same duties, have overlap in job functions, or work together in common cause, support a finding of similarity of functions.

I find that the lube drivers and fuel drivers, for all intents and purposes, perform the same job functions. The record shows that the “delivery driver” job description applies to both lube drivers and fuel drivers. Their essential duties are, as detailed above, deliveries, pick-ups, and quality. For example, the duties and responsibilities relating to “[d]riving” are as follows: “Perform daily pre-trip and post-trip inspections”; [c]omply with all Department of Transportation (DOT) standards and regulations”; and “[f]uel the truck as necessary.” Further, although the lube drivers and fuel drivers may haul different types of products, lube drivers and

²⁰ According to the Area Business Manager, the different types of CDLs are based on the weight of the truck.

fuel drivers have the same overall task, specifically, to deliver the Respondent's products to employees by using trucks that none of the other warehouse employees use outside of very infrequent emergencies.

Based on the testimony, the drivers' perform fundamentally similar day-to-day job tasks. Fuel drivers and lube drivers sign in through the Samsara app on their phones (or tablet in their trucks), and make deliveries to customers pursuant to dispatchers' instructions. Thus, lube drivers review their assignments at the start of the workday, verify their loads, do a pre-trip inspection, fuel up if necessary, and leave to make their deliveries. Fuel drivers follow a similar procedure, except that they receive their dispatches through text and email and load their trucks themselves.²¹ Although the lube drivers and fuel drivers work out of different sites, they return their trucks to their respective locations at the end of each workday. The fundamental nature of their work—reporting to their facilities, preparing their trucks, leaving to transport their loads on assigned routes, and returning their trucks upon completion of their deliveries—is the same. In sum, I find that this factor weighs in favor of finding that the fuel drivers and lube drivers share an internal community of interest.

Functional Integration

This factor “refers to when employees’ work constitutes integral elements of an employer’s production process or business.” *IKEA Distribution Services, Inc.*, 370 NLRB No. 109, slip op. at 11 (2021). Functional integration may exist “when employees in a unit sought by a union work on different phases of the same product or as a group provide a service.” *Id.* “Evidence that employees work together on the same matters and perform similar functions is relevant when examining whether functional integration exists.” *Id.* See also *Transerv Systems, Inc.*, 311 NLRB 766 (1993). The Board has stated that “functional integration exists only where employees must work together and depend on one another to accomplish their tasks.” *WideOpenWest Illinois, LLC*, 371 NLRB No. 107, slip op. at 7 fn. 16 (2022). Where excluded employees did not spend a substantial portion of their time “working alongside or in close proximity with other employees,” the Board has previously found no functional integration. *Home Depot*, 331 NLRB at 1291. If functional integration “does not result in contact among employees in the unit sought by a union, the existence of functional integration has less weight.” *IKEA*, supra, slip op. at 11. Functional integration is present when employees must work together and depend on each other to accomplish their overall duties. See, e.g., *Casino Aztar*, 349 NLRB at 605; *Publix Super Markets, Inc.*, 343 NLRB 1023, 1024-1025 (2004).

The lube drivers and fuel drivers fulfill the Employer’s goal of delivering lubricant products and fuel to customers in a safe manner. The record does not establish that there is functional integration between the drivers in the manner contemplated by the legal principles described above. Based on the facts, the lube drivers and fuel drivers do not work together or depend on each other to accomplish their delivery duties due to the nature of their job duties. While affording this factor limited weight, I therefore find that this factor weighs against finding that the petitioned-for employees share an internal community of interest.

²¹ The only other warehouse employees who sign in through Samsara are the equipment technicians.

Contact

The record does not establish that the fuel drivers and lube drivers have contact with each other. As stated, lube drivers work out of the Chicago Heights warehouse, where they start and end their day. By contrast, fuel drivers work out of off-site yards, where they start and end their day. Although some fuel drivers deliver fuel to the Chicago Heights warehouse up to two times a month, the record does not indicate that they have contact with lube drivers during that time. And fuel drivers based out of Elk Grove Village only (potentially) go to the Chicago Heights warehouse once a year if there is driver appreciation week.²² The record indicates that the duties of fuel drivers are basically solitary. Although the petitioned-for drivers do not have contact with each other, the nature of being a delivery driver limits the drivers' interaction with other drivers even within their own classification. Accordingly, based on these circumstances, I attach only limited weight to the drivers' lack of contact with each other.

Interchange

Turning to the next factor, "[i]nterchangeability refers to temporary work assignments or transfers between two groups of employees." *IKEA*, 370 NLRB No. 109, slip op. at 11. "Frequent interchange 'may suggest blurred departmental lines and a truly fluid work force with roughly comparable skills.'" *Id.* (quoting *Hilton Hotel Corp.*, 287 NLRB 359, 360 (1987)). However, the Board has found that "infrequent and limited interchange does not preclude a finding that the petitioned-for unit had a distinct community of interest." *DTG Operations, Inc.*, 357 NLRB 2122, 2128 (2011). Evidence of temporary interchange that is "infrequent, limited, and one-way" is given less weight than evidence of more frequent interchange. *Macy's Inc.*, 361 NLRB 12 (2014).

In the instant case, the Area Business Manager testified about interchange. Specifically, he testified that there are "three lube drivers who. They're kind of our class A specialty guy. They're like our Swiss army, can jump in any truck, can do anything. Couple of those guys are trained in fuel. And if there was a need, they have done that for us." This testimony, while not crystal clear, indicates that a "[c]ouple of lube drivers—are qualified to handle fuel, and may fill in for fuel drivers if a need arises." Such instances are uncommon, as they occurred one to three times in the past year. Conversely, the testimony indicates that fuel drivers are not qualified to handle lube drivers' deliveries, and do not do so. Thus, there is very limited evidence of interchange in one direction—a small number of lube drivers who are qualified to handle fuel deliveries and do so on rare occasions—but not in the other direction. Stated differently, there is *some* evidence of very infrequent one-way temporary interchange. I find this factor weighs slightly in favor of finding that the petitioned-for employees share an internal community of interest.

²² The Area Business Manager testified that there are monthly safety luncheons for the warehouse employees. The lube driver and fuel driver were not familiar with these luncheons. In any event, I do not find that these luncheons provide evidence of contact between the lube drivers and fuel drivers.

Terms and Conditions of Employment

With respect to terms and conditions of employment, this factor examines whether employees receive similar wage ranges and are paid in a similar fashion; whether employees have the same fringe benefits; and whether employees are subject to the same work rules and other terms of employment that may be described in an employee handbook. But the fact that employees share common wage ranges and benefits, or are subject to common work rules, does not warrant a conclusion that a community of interests exists where employees are separately supervised, do not interchange, and work in a physically separate area. *Overnite Transportation*, 322 NLRB 347, 347 (1996). See also *American Security Corporation*, 321 NLRB 1145, 1146.

Here, the evidence shows that the lube drivers and fuel drivers wear the same uniform, are governed by the same handbook, and share the same benefits. All of the warehouse employees are hourly employees. And the pay range for fuel drivers and lube drivers is generally similar. The range for fuel drivers is \$32.00 - \$41.20, and the range for lube drivers is \$26.00 – \$ 36.56. Most fuel drivers and lube drivers fall within the \$30.00 and up range. As for schedules, all fuel drivers work 5/8 schedules, while most lube drivers work 4/10 schedules. However, some lube drivers—which the Employer refers to as specialty lube drivers—work 5/8 schedules. On balance, I find that this factor weighs in favor of finding an internal community of interest.

Supervision

An additional community-of-interest factor is whether the employees have the same supervisor. The Board has held that in examining this factor, the most important considerations are identifying the supervisors who have the authority to hire, to fire, to discipline, or supervise the day-to-day work of employees. See *Executive Resources Associates*, 301 NLRB 400, 402 (1991). Common supervision weighs in favor of placing the employees in dispute in one unit. But it is not dispositive, especially where there is no evidence of interchange, contact, or functional integration. *United Operations*, 338 NLRB 123, 125 (2002). Separate supervision does not mandate separate units. *Casino Aztar*, 349 NLRB 607 fn. 11 (2007) (citing *Hotel Services Group, Inc.*, 328 NLRB 116, 117 (1999)). See also *Texas-Empire Pipe Line Company*, 88 NLRB 631, 632 (“the Board has long held that a difference in supervision does not necessarily mandate excluding differently supervised employees”).

Here, as described above, the record shows the fuel drivers and lube drivers are supervised by different individuals. However, the record does not address whether these first-line supervisors have any statutory 2(11) supervisory indicia. The record is limited in showing what role, if any, they have in the day-to-day duties of the drivers that they supervise. For example, the dispatcher is listed as a front-line supervisor but the record shows that this individual creates the routes for the drivers. I note, too, that the current supervisor of the fuel drivers only started in that position in March 2025, and that at some point prior to that, the same individual supervised both the lube drivers and the fuel drivers. On balance, I find the evidence on this factor to be scant but that it tends to weigh toward finding that the lube drivers and fuel drivers do not share an internal community of interest.

Summary

It is settled that there is more than one way in which employees may be appropriately grouped for purposes of collective bargaining, and it is only necessary to show that a petitioned-for unit is *an* appropriate unit under the Act. Stated differently, an appropriate unit does not have to be the most appropriate or optimum unit. *Black & Decker Mfg. Co.*, 147 NLRB 825, 828 (1964).

The purpose of the first element of *American Steel* is to ensure that the petitioned-for unit has the necessary mutuality of interests to bargain collectively. *American Steel*, slip op. at 2-3. I have carefully considered the evidence and the parties' arguments. Having weighed the community-of-interest factors, I conclude that on balance, an internal community of interest exists between the fuel drivers and the lube drivers. The lube drivers and fuel drivers have a mutuality of interests with respect to specialized skills and training, job functions, and terms and conditions of employment. Although the lube drivers and fuel drivers work from different locations, their tasks—to deliver their products pursuant to a pre-determined route—are the same in all important respects. They report to their assigned facilities, prepare their vehicles, complete their routes, and return their vehicles to their respective locations at the end of the work day.

The lube drivers and the fuel drivers have specialized licenses and must obtain, at a minimum, a Class B CDL to perform their duties. Although there are minor differences with respect to the endorsements that lube drivers and fuel drivers need on their licenses, the critical consideration is that they all need a commercial license to perform their duties. In addition, the drivers receive safety training that is unique to their roles as drivers. I also observe that there is some one-way temporary interchange, where some lube drivers have performed fuel work as needed. Finally, the lube drivers and fuel drivers share the same terms and conditions of employment and a generally similar pay range. I have considered that the petitioned-for drivers are not functionally integrated and do not have contact with each other. However, the absence of functional integration and the lack of contact are largely explained by the nature of their work, which places them on the road delivering products to customers. Thus, these factors are entitled to less weight in the balancing analysis than the other factors I have discussed. To summarize, I find that the petitioned-for unit of delivery drivers satisfies the first element of *American Steel*.

2. The petitioned-for employees are readily identifiable as a group

The Employer does not dispute that the petitioned-for unit meets the second element of *American Steel*, namely, that the petitioned-for unit is readily identifiable as a group based on job classifications, departments, functions, work locations, skills, or similar factors. In any event, I find that the petitioned-for unit meets this element, based on the evidence. The Board explained in *American Steel*, supra, slip op. at 3, that a unit is readily identifiable if the petitioned-for employees can be “logically and reasonably segregated from other employees.” The purpose of this requirement is “to ensure that the petitioned-for subdivision of employees does not represent a ‘clearly arbitrary’ unit composed of random classifications and with no coherent organizing principle.” Id., slip op. at 4. I find that the petitioned-for unit is readily identifiable as a group because it is based on employees—lube drivers and fuel drivers—who fall within the overall classification of delivery drivers. Further, the job description for delivery drivers does not

distinguish between lube drivers and fuel drivers, and these drivers are the only employees who must hold, at a minimum, a Class B CDL to operate certain types of trucks. The lube drivers and fuel drivers have job classifications, functions and skills that apply to them as a group, but do not apply to other employees. In short, the petitioned-for unit is not a clearly arbitrary grouping of random classifications with no coherent organizing principles. Rather, it is a readily identifiable group of the only two classifications of the Employer's delivery drivers.

I now turn to the remaining question of whether the petitioned-for employees are "sufficiently distinct" under the third element of *American Steel*.

3. The excluded classifications do not share an overwhelming community of interest with the petitioned-for employees.

The final issue, as raised by the Employer, is whether the petitioned-for unit is "sufficiently distinct" within the meaning of *American Steel* without the addition of excluded employees. As discussed above, the Employer is seeking to add warehouse shipping and receiving employees, blender operators, and equipment technicians to the petitioned-for unit. Under *American Steel*, this means that a party seeking to include additional employees bears the burden of establishing that those employees share an overwhelming community of interest with the petitioned-for employees. Stated differently, the party seeking to add excluded employees to the petitioned-for unit must show that there are only minimal differences between the petitioned-for employees and the larger employee complement it seeks to add. *American Steel*, supra, slip op. at 7. The Board will invalidate a petitioned-for unit only where the employees have little-to-no separate identity from the excluded employees. *Id.*, slip op. at 4.

More specifically, the Employer argues that the fuel drivers and lube drivers are not sufficiently distinct from the warehouse shipping and receiving employees, the blender operators, and the equipment technicians. It contends that there is an overwhelming community of interest between the petitioned-for employees and these excluded employees which altogether they call the warehouse team because, among other things, the warehouse team employees all report to the same location in Chicago Heights with the exception of the fuel drivers; the warehouse team employees are all non-exempt employees and receive wages in a similar range; the Employer's handbook, policies, and benefits, apply to the entire warehouse team; there is functional integration and contact among the warehouse team; and there is evidence establishing the interchange of job duties.

The Petitioner disagrees, contending that the fuel drivers and lube drivers are a sufficiently distinct group from the excluded employees. It contends that the drivers have a fundamentally separate job function from the excluded employees and, unlike, the excluded employees, are required to carry specialized endorsements and certifications. The Petitioner further argues that the drivers receive additional training to complete, and receive higher pay rates than the excluded employees. And it argues that contrary to the Employer, the evidence does not show functional integration and interchange.²³

²³ The Petitioner argues that the instant case is analogous to cases in which the Board has included local and over-the-road drivers in the same bargaining unit. My review of those cases, including the Decision and Direction of Election cited by the Petitioner, *Langer Transportation Corp.*, 13-RC-194627, does not reveal that such cases

For the reasons discussed below, I find that based on the record before me, the excluded employees do not share an overwhelming community of interest with the petitioned-for employees, within the meaning of *American Steel*. Any commonalities between the petitioned-for employees and the excluded employees do not outweigh the evidence showing that the petitioned-for employees and the excluded employees are sufficiently distinct.

Departmental Organization

As stated, the petitioned-for employees and the excluded employees all work on the warehouse side of the Employer's operation. The record further indicates that the warehouse employees are divided into about six separate departments or groups. Thus, none of the excluded employees are supervised by the first-line supervisors who supervise the lube and fuel drivers. This weighs against finding that the excluded employees should be included in the petitioned-for unit.

Distinct Skills and Training

The facts regarding the petitioned-for employees' distinct skills and training are set forth above. Stated briefly, those drivers need, at a minimum, a Class B license. Fuel drivers must also obtain a HAZMAT endorsement, and a Class A license to operate a tractor trailer. The record further shows that lube drivers drive tank wagons only if they have demonstrated proficiency in driving combo trucks.

The excluded employees do not share the petitioned-for employees' skills and training. Thus, blender operators and shipping and receiving employees are not required to have CDLs to perform their jobs. Although it is not a job requirement, two shipping and receiving employees have a Class B CDL, although these employees only make deliveries in emergency situations which would be 2-3 times per year. The Area Business Manager testified that one "may be a class A" but there is no evidence the employee uses it in the course of work. While some employees may happen to hold higher-level driver licenses than required, this does not change the fact that only the petitioned-for drivers are required to hold a Class B license.

Despite no mention of it in the job description for equipment technicians, they are required to carry a Class C license to operate the Employer's F350s commercial vehicles. The Class C license is a commercial driver's license that requires less extensive training than a Class A or B commercial drivers license. The Class C license does not allow operation of the heavier combo trucks, tank wagons, or tractor trailers used by the delivery drivers.²⁴ The skills and training of the delivery drivers in order to obtain a Class B driver's license is more significant than those of the equipment techs who possess a Class C driver's license.

establish any particular framework that would be applicable to the instant case. Rather, the cases turned on the particular facts and how those facts fit within the community-of-interest factors—a circumstance that is no different from the approach I must take here. Moreover, I find that the local driver/over-the-road driver analogy hypothesized by the Petitioner does not fit the circumstances in the instant case. Both classifications of drivers—lube drivers and fuel drivers—complete their tasks and return their vehicles to their respective locations at the end of the day.

²⁴ While not a requirement, the record shows that one equipment technician is HAZMAT certified and one holds a Class B license. Similar to above, the isolated possession by one equipment technician of a higher-level drivers license than required by the Employer does not change the analysis.

Fuel drivers and lube drivers also receive additional monthly training topics that the other warehouse team employees do not receive. This further indicates that the drivers are sufficiently distinct from the excluded employees.

The petitioned-for employees' distinct skills and licensing requirements, which are necessary to perform their jobs, set them apart from all of the excluded classifications. The delivery drivers are the only employees who, as part of their primary duties, need to have specific skills and training necessary for operating the delivery trucks in the Employer's fleet. See *Home Depot USA*, 331 NLRB 1289 (2000). Therefore, this factor weighs against adding the excluded employees to the petitioned-for unit.

Job Functions

The record establishes that the delivery drivers' primary function is to deliver lubrication and fuel products to customers. As delivery drivers, they are the only warehouse side employees whose primary job it is to complete these tasks. In the infrequent situation where loads are inaccurate or there is leftover product on the truck, lube drivers may help load or unload their truck.

By contrast, blender operators blend lubricants in a process the Area Business Manager likened to following a recipe. Shipping and receiving employees palletize orders, pick and pull orders, and load and unload vehicles. Unlike delivery drivers, those employees spend their work day at the Chicago Heights warehouse, not out on the road making deliveries.

Equipment technicians put together equipment in the Employer's shop, deliver equipment to customers, and do repairs to equipment at customer locations. The essential duties of the equipment technicians is mechanical in nature where the driving is ancillary to their primary responsibilities. Driving and/or possession of a Class C driver's license is not mentioned in the job description for equipment technician. Although equipment technicians drive to customers' locations to complete equipment servicing tasks, this primarily involves transporting equipment on F350s—not on any other type of vehicle.

The Employer contends that all warehouse employees are certified and use forklifts although does not indicate the frequency employees do so. However, the evidence shows that the fuel drivers have no need to use forklifts, and the lube driver testified that he has never used a forklift in the three years there. This isn't to say that there may be occasions when lube drivers drive a forklift to load or unload product, but this is a minor job function that weighs minimally on the community of interest analysis.

In sum, the record shows that the excluded employees' primary duties are materially different from the job function of the petitioned-for employees. Thus, this factor weighs against adding the excluded employees to the petitioned-for unit.

Functional Integration

Turning to function integration, to summarize the principles set forth in more detail above, “[e]vidence that employees work together on the same matters and perform similar functions is relevant when examining whether functional integration exists.” *Id.* See also *Transerv Systems, Inc.*, 311 NLRB 766 (1993). The Board has stated that “functional integration exists only where employees must work together and depend on one another to accomplish their tasks.” *WideOpenWest Illinois, LLC*, 371 NLRB No. 107, slip op. at 7 fn. 16 (2022). Where excluded employees did not spend a substantial portion of their time “working alongside or in close proximity with other employees,” the Board has previously found no functional integration. *Home Depot*, 331 NLRB at 1291.

According to the area business director, warehouse employees work as a team. When the warehouse team is short staffed due to vacations and illnesses, other members of the warehouse team can step in to provide coverage. Further, if a driver is restricted due to an injury, medical condition, or a short-term lapse in their licensing, the driver may work light duty with the shipping and receiving team during that period if the Employer is able to accommodate the driver’s restrictions. These situations occur around two or three times a year. If drivers finish their shifts early, they do not have to go to the warehouse to assist with work there; rather, they can end their shift and clock out for the day.

Applying these principles to the facts, there is no evidence of functional integration between blender operators and the petitioned-for employees.

One of the shipping and receiving employees’ duties is to load lube drivers’ trucks. On infrequent occasions when a driver discovers a load discrepancy, lube drivers may assist shipping and warehouse employees with reloading. Occasional assistance by the lube drivers with loading duties is not a basis for including an excluded employee in the petitioned-for unit. See *Overnite Transportation*, 331 NLRB 662, 664 fn. 8 (2000). I also note that there is no evidence that any of the excluded employees assist fuel drivers in their driving duties.

Regarding the four equipment technicians, the Area Business Manager testified that drivers assist equipment technicians with “star cleanings” and “first fills.”²⁵ His testimony is that equipment technicians do the star cleanings and sometimes the drivers will assist. However, the lube driver with 3 years tenure and fuel driver with almost one year of tenure both testified that they have never participated in a star cleaning or first fill. According to the manager, during star cleanings, a HAZMAT-certified equipment technician is required for this work, and when the HAZMAT-certified equipment technician is not available, the Employer coordinates star cleaning work with a HAZMAT certified driver to drive the truck and trailer in order to comply with HAZMAT requirements. The Area Business Manager testified that the number of star cleanings varies by season. For one of the large cleanings in the spring, driver assistance was needed for a couple weeks. For a couple months in the fall, there are about four to six per month where a driver might assist 50% of the time. As for “first fills,” the Area Business Manager testified that it is seasonal work while also stating that they occur several times a month where in a majority of

²⁵ A “star cleaning” is a process to remove algae growth from underground fuel tanks. A “first fill” is when brand-new equipment (for example, a vessel) delivered to a customer must be filled with product for the first time.

cases (eighty percent) a driver would meet an equipment technician at the customer site. In some instances, equipment technicians can do this work themselves.

While the record is unclear as to how much of their overall time drivers spend on these discrete tasks, especially considering drivers testified that they have never done these tasks, there is minimal functional integration between the drivers and the equipment technicians.

Insofar as there is very limited overlap or integration of duties between the drivers and the other 21 warehouse employees, I do not find that the petitioned-for employees and the other warehouse employees are functionally integrated.

Contact

There is no evidence that fuel drivers have any contact with blender operators or shipping and receiving employees, or that lube drivers have any contact with blender operators.

There is evidence that lube drivers have some contact with shipping and receiving employees who perform loading duties. Regarding this contact, as noted above, lube drivers may discuss a load discrepancy with the employee who loaded a truck; and in the occasional instance when there is a load discrepancy, lube drivers may assist with unloading and re-loading. These incidents occur infrequently.

As also discussed, it appears that there are drivers (the record does not say whether these are fuel drivers or lube drivers) who are sometimes dispatched to work with an equipment technician on a “first fill” or “star cleaning” have some contact with equipment technicians, insofar as drivers assist equipment technicians with these.

I find that based on this evidence, there is limited contact between equipment techs and HAZMAT-certified drivers on first fills and star cleanings, as well as occasional work-related contact between shipping and receiving employees and lube drivers. But the facts do not establish regular contact between the petitioned-for employees and the excluded employees. The Board has held that even regular contact in the absence of interchange does not establish an overwhelming community of interest. *DPI Secuprint, Inc.* 362 NLRB 1407 (2015). In sum, this factor does not weigh in favor of adding the excluded employees to the petitioned-for unit.

Interchange

There is no evidence that any of the excluded employees ever perform fuel delivery tasks. There is also no evidence that blender operators perform lube drivers’ tasks.

If a shipping and receiving employee holds the appropriate license, and there was a business need, they could operate a combo box truck or a tank trailer. But this has only happened infrequently. The Area Business Manager testified that in emergency circumstances, an appropriately licensed warehouse employee might do a delivery of this sort two or three times a year.

The record further shows that on limited occasions, such as providing vacation coverage, or when delivery drivers are on light duty or awaiting medical clearance, delivery drivers may perform certain duties normally performed by shipping and receiving employees. There are also limited instances when lube drivers have to unload their trucks if the night loaders are absent. However, sporadic and infrequent one-way interchange does not detract from the fact that the petitioned-for employees have distinct duties from the excluded employees. See, e.g., *DTG Operations, Inc.*, 357 NLRB 2122, 2126-2128 (2011). Evidence of temporary interchange that is “infrequent, limited, and one-way” is given less weight than evidence of more frequent interchange. *Macy’s Inc.*, 361 NLRB 12 (2014).

In sum, the limited evidence of one-way and occasional interchange weighs against adding the excluded employees to the petitioned-for unit.

Terms and Conditions of Employment

The warehouse employees all wear the same uniform, follow the same handbook, and receive the same benefits. However, the employees do not all share the same schedule or pay range as drivers are generally paid more than others. The blender operators and shipping and receiving employees do not use the same sign-in method that the petitioned-for employees and equipment technicians use. While there are certain commonalities and differences among the various classifications, I find this factor neutral.

Supervision

The record shows that the petitioned-for employees have separate first-line supervisors from the excluded employees. The Area Business Manager testified that under the Employer’s “stop work authority,” any supervisor has the authority to stop work if there is an unsafe condition at a customer site. But this does not occur often, and it does not indicate that the employees have shared supervision with respect to their respective job duties. This factor weighs against including the excluded employees in the petitioned-for unit.

Summary

Having weighed all the factors, I conclude that the petitioned-for employees are “sufficiently distinct,” and the Employer has failed to show that the excluded employees share an overwhelming community of interest with the petitioned-for employees.

The excluded employees only overlap with the petitioned-for employees to a limited extent. All of the employees share the same terms and conditions of employment. However, the petitioned-for employees and excluded employees are organized in different departments and have different first-line supervisors. Further, the petitioned-for employees have distinct skills and training, as well as job functions, that set them apart from the excluded employees. As I have also explained, although there is limited evidence of some functional integration and contact involving drivers and shipping and receiving employees, and equipment technicians, this do not establish an overwhelming community of interest. The facts also fall short of showing a level of contact between the petitioned-for employees and the excluded employees that would

support adding the excluded employees to the petitioned-for unit. And although there is evidence of limited interchange, this does not outweigh the evidence supporting a finding that the petitioned-for employees and the excluded employees are sufficiently distinct. None of the excluded employees have performed fuel delivery work. Shipping and receiving employees only perform lube drivers' duties on rare occasions, and it appears that only one shipping and receiving employee is qualified to do so. Equipment technicians make emergency deliveries of lube products, but there is no evidence that in doing so, they use any vehicle other than the F350s. The only time some delivery drivers perform warehouse work (such as picking and pulling orders) is when they are on light duty for medical reasons or waiting for their vehicle license to be updated.

In sum, the evidence does not show that the petitioned-for employees have little-to-no separate identity from the excluded employees. *American Steel*, supra, slip op. at 4. Rather, there are meaningful differences between the petitioned-for employees and each excluded classification individually as well as collectively. Because the petitioned-for unit is an appropriate one for purposes of collective bargaining under Section 9(b), I shall direct an election in the unit described below.

CONCLUSION

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 parties stipulated, and I find, that 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.²⁶
3. The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.
4. The parties stipulated, and I find, that there is no contract bar to conducting an election in this matter.
5. 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.

²⁶ The parties stipulated to the following commerce facts:

The Employer, Mid-Town Petroleum, LLC a subsidiary of RelaDyne, LLC, a Delaware limited liability Company with a place of business in Chicago Heights, Illinois, is a marketer and supplier of lubricants, Fuels, and related products and services. During the past twelve months, a representative period, the Employer provided services valued in excess of \$50,000 directly to customers located outside the State of Illinois.

6. The following employees of the Employer constitute an appropriate unit for a self-determination election for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time Fuel Services Drivers and Lube Services Drivers employed by the Employer based out of the Employer's facility at 290 E. Joe Orr Rd. Chicago Heights, Illinois.

Excluded: All Warehouse Shipping and Receiving employees, Blender Operators, Equipment Technicians, Dispatchers, office clerical employees and guards and supervisors as defined in the Act.

There are approximately twenty-six employees in the unit.

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 Teamsters Local Union No. 705.

A. Election Details

The election will be held on Thursday, December 4, 2025, from 5:00am to 7:30am at the Employer's Chicago Heights facility, 290 E. Joe Orr Rd., Chicago Heights, IL, in the Driver's Breakroom; and Thursday, December 4, 2025, from 1:30pm to 3:00pm at the Elk Grove Village Public Library, 1001 Wellington Ave., Elk Grove Village, IL in the Lee Maternowski Meeting Room.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **November 16, 2025**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

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 **November 24, 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.**

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.

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. 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.

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 www.nlr.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: November 20, 2025

/s/ Angie Cowan Hamada

Angie Cowan Hamada
Regional Director
National Labor Relations Board
Region 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027