

Day and Zimmerman, Inc. and Ernest B. Janes, Petitioner and Local Union 2534, United Brotherhood of Carpenters and Joiners of America, AFL-CIO.
Case 16-UD-38

December 28, 1979

DECISION AND DIRECTION OF ELECTION

BY CHAIRMAN FANNING AND MEMBERS JENKINS
AND PENELLO

Upon a petition duly filed under Section 9(e)(1) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Edward B. Valverde of the National Labor Relations Board on August 3, 1979. Following the hearing, the Regional Director for Region 16 transferred this case to the Board for decision. Thereafter, briefs were filed by the Employer and by Local Union 2534, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, herein Millwrights.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has reviewed the Hearing Officer's rulings made at the hearing and finds that they are free from prejudicial error. They are hereby affirmed.

Upon the entire record in this proceeding, the Board makes the following findings:

1. The Employer, Day and Zimmerman, Inc., a Maryland corporation, is the operator of the Lone Star Army Ammunition Plant, Texarkana, Texas. As operator of the facility, it exerts a substantial impact on national defense. During the 12 months preceding the hearing, a representative period, the Employer has performed national defense work in excess of \$50,000 and has shipped goods to points outside the State of Texas valued in excess of \$50,000. We find that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the purposes of the Act to assert jurisdiction herein.

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

3. The Millwrights is the certified representative for a unit of the Employer's millwrights and their apprentices. Together with five other unions,¹ each certi-

¹ The unions are Local Union 379, Brotherhood of Carpenters and Joiners of America; Local Union 301, International Brotherhood of Electrical Workers; Local 459, Brotherhood of Painters and Allied Trades; Local Union 237, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, and Local Union 878, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of

fied to represent a separate unit, the Millwrights is signatory to a collective-bargaining agreement which expires on April 15, 1981.

The agreement states in its preamble that the six signatory unions are "hereinafter collectively referred to as the 'Union.'" It contains "general" provisions, jointly negotiated by the signatory union, which apply to all employees in the units covered by the agreement regardless of their certified representative. These provisions include, but are not limited to, work week, overtime, grievance and arbitration, vacations, sick leave, pension, and union security. The union-security clause requires that dues be paid to the "Union." The agreement also contains "special" conditions negotiated individually by each union on behalf of the employees in the unit for which it is certified. "Special" conditions include pay scale, work jurisdiction, and seniority. As to these separately negotiated conditions, however, the agreement provides that any benefit granted one signatory union will be made available to the others. Further, the agreement, pursuant to its own terms, was ratified by each signatory union's international.

The Petitioner seeks a deauthorization election among the employees in the unit for which the Millwrights is the certified representative. The Millwrights contends that the petition should be dismissed since it seeks an election in a unit which is not coextensive with the contractually defined unit. The Millwrights argues that, under the current collective-bargaining agreement, its separate, certified unit has merged with the separate units represented by the other five signatory unions to form a single unit covered by the existing union-security clause. We disagree.

Despite the current agreement's use of the general term "Union" in reference to the six signatory unions, and the existence of jointly negotiated conditions applicable to all employees in the six units covered, the agreement provides that each signatory union recognized only as the representative of the unit for which it is certified. Thus, the recognition clause of the agreement states:

Section 1. The Company recognizes that each of the Contracting Unions to the Agreement have been certified by the National Labor Relations Board as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other working conditions for a specific unit or units of employees employed by the Company at the Lone Star Army Ammunition Plant. It is understood that each of the said Contracting

America. The record reveals that there are other unions representing units of the Employer's employees which are not party to this particular agreement.

Unions represents only the employees included in the unit or units certified to such Union by the National Labor Relations Board and that each of the Contracting Unions is contracting only for the employees it so represents.

Section 2. The unit or units certified to each of the Contracting Unions are defined in the special provisions of this Contract. Conditions applicable only to employees in a particular unit or units represented by one of the Contracting Unions are set out in the special provisions of this Agreement and are made a part of this Agreement.

This language established that the parties, by engaging in joint negotiations, did not intend that the six signatory unions serve as joint representative of the employees covered by the agreement.²

Moreover, there is no evidence that any of the unions have engaged in conduct inconsistent with their status as separate representatives of distinct units. Thus, the employees voted on the agreement in

² This case is therefore distinguishable from *Hall-Scott, Inc.*, 120 NLRB 1364 (1958). In that case, the contract stated that the employer recognized a number of unions collectively as the representative of its employees. Unlike *Hall-Scott*, we place little weight on the agreement's use of the general term "Union." Rather, in light of the express language of the recognition clause, we read the agreement's preamble as intending that the term "Union" refer to the signatory unions severally as well as jointly.

their respective units. Also, in administering the agreement, the unions only assist or jointly participate in grievances which pertain to the "general" conditions, while grievances pertaining to "special" conditions are processed solely by the union involved. In fact, various signatory unions have opposed one another on grievances pertaining to work jurisdiction. Since the agreement expressly limits the Employer's recognition of the Millwrights to the unit for which it is certified, and the agreement has not been administered in a manner indicative of a merged unit, as opposed to separate bargaining units, we find that the unit appropriate for the requested deauthorization election to be the one certified by the Board. We shall, therefore, direct the election in the certified unit:

INCLUDED: All Millwrights and their apprentices employed by the Employer at its Lone Star Army Ammunition Plant in Texarkana, Texas.

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

[Direction of Election and *Excelsior* footnote omitted from publication.]