

Ranco Incorporated and Dean E. Chapman, Petitioner and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its Local Union No. 1923. Case 8-RD-804.

April 2, 1979

DECISION AND DIRECTION OF SECOND ELECTION

BY MEMBERS PENELLO, MURPHY, AND TRUESDALE

Pursuant to authority granted it by the National Labor Relations Board under Section 3(b) of the National Labor Relations Act, as amended, a three-member panel has considered an objection to an election held February 21, 1978,¹ and the Hearing Officer's report recommending disposition of same. The Board has reviewed the record in light of the exceptions and briefs and hereby adopts the hearing officer's findings² and recommendations.

¹ The election was conducted pursuant to a Stipulation for Certification Upon Consent Election. The tally was 383 for, and 388 against, the Union; there were no challenged ballots.

² The Employer excepts to various findings of the Hearing Officer on the ground that he erred in crediting certain testimony. It is the established policy of the Board not to overrule a hearing officer's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that the resolutions were incorrect. *The Coca-Cola Bottling Company of Memphis*,

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

132 NLRB 481, 483 (1961); *Stretch-Tex Co.*, 118 NLRB 1359, 1361 (1957). We find insufficient basis for disturbing the credibility resolutions in this case.

In adopting the Hearing Officer's report on objections, we note that this case, though similar in some respects, is factually distinguishable from *Felsenthal Plastics Inc. now known as Grede Plastics, A Division of Grede Foundries, Inc.*, 219 NLRB 592 (1975). There, the only evidence of objectionable conduct consisted of a letter which the employer sent to its union employees, just prior to a decertification election, which stressed that all the employer's nonunion employees received better wages and benefits than they earned at the union facility. The Board majority found that the employer's letter was objectionable in that instance because it invited the union employees to join a "team" effort by decertifying the union and to enjoy benefits for doing so. In this case, an even stronger set of facts is present. The Employer, as part of its election campaign, constantly emphasized to the Delaware employees in letters, speeches, and bulletins that their benefits were less than those received by employees at the nonunion Plain City, Ohio, facility. Thereafter, statements by various supervisors during the critical preelection period stated clearly the implied message in the Employer's written communications that the Delaware employees would receive increased benefits if they rejected the Union. According to the credited testimony of one employee, General Foreman Gene Chandler told her, "If the Union was voted out, we would be getting the same thing that they [the Plain City employees] were getting." Another employee credibly testified that Plant Manager Larry Davis said, referring to the Plain City benefits, "You know we can give you benefits but with the Union here our hands are tied and we cannot give you these things." Thus, we conclude that the Employer herein has engaged in objectionable conduct by promising the Delaware employees the benefits enjoyed at the nonunion plant if the Delaware employees voted to decertify the Union.

Member Murphy, who dissented in *Felsenthal Plastics* and would have found the letter there unobjectionable, agrees that here the Employer's conduct was objectionable in that the Employer, through its supervisors, made express promises of benefits.