

Silco, Inc., Employer-Petitioner and Laundry, Linen and Cleaning Drivers' Union, Local #185, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and Retail, Wholesale and Department Store Union, Local 379, AFL-CIO. Case 9-UC-119

May 19, 1977

DECISION AND ORDER DISMISSING
PETITION

BY CHAIRMAN FANNING AND MEMBERS
PENELLO AND WALTHER

Upon a unit clarification petition duly filed by Petitioner under Section 9(b) of the National Labor Relations Act, as amended, a hearing was held on January 27, 1977, before Hearing Officer Earl L. Ledford, at Cincinnati, Ohio. Following the hearing and pursuant to Section 102.67 of the National Labor Relations Board Rules and Regulations and Statements of Procedure, Series 8, as amended, the case was transferred to the Board for decision. Thereafter, briefs were filed by the Petitioner and both Unions.

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 case, the Board finds:

1. Silco, Inc. (hereinafter Silco), is an Ohio corporation engaged in the operation of a laundry service¹ with locations in Ohio, Kentucky, Florida, Georgia, and North Carolina. The parties stipulated that Silco is engaged in commerce within the meaning of the Act. It will effectuate the purposes of the Act to assert jurisdiction herein.

2. Laundry, Linen and Cleaning Drivers' Union, Local #185, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter Teamsters), and Retail, Wholesale and Department Store Union, Local 379, AFL-CIO (hereinafter RWDSU), were

¹ Silco's laundry operation encompasses the cleaning and distribution of industrial garments and other related items, including shop towels, continuous towels, dust control products, and other items commonly used in the industrial laundry business. Other corporate divisions operate pest control, security, and janitorial services.

² It is noted that, although Silco's laundry division in this area also extends into Kentucky, the Louisville and Lexington facilities are not organized and hence are not involved in the instant proceeding.

stipulated to be labor organizations and each claims to represent certain employees of Silco.

3. This case is solely concerned with Silco's laundry operations in Ohio.² Silco and the Teamsters have a 46-year bargaining history.³ Their current contract covers all drivers, driver salesmen, skippers, and helpers employed by Silco in its Cincinnati, Dayton, and Columbus, Ohio, facilities. The approximate distances between these locations are as follows: Dayton to Cincinnati, 45 miles; Dayton to Columbus, 65 miles; Cincinnati to Columbus, 102 miles. Employees at each location have separate supervision, although all are ultimately under the direction of Silco's regional general manager, Willard F. Grassman. Grassman and Stanley, vice president of finance, set labor relations policy. There is no interchange of rank-and-file drivers between the various Silco locations, but route supervisors are occasionally called on to man a route outside their territory if a regular driver in the affected location is absent from the job.

Prior to April 3, 1976, Silco's laundry operations in the Columbus area were limited to a distribution warehouse located on Hendricks Drive. There were 11 drivers assigned to that facility. Garments distributed from this point were laundered at Silco's Bellefontaine, Ohio, plant and then delivered to the Hendricks Drive warehouse for distribution.

On April 3, 1976, however, Silco purchased Atlas Services, Inc. (hereinafter Atlas). This acquisition encompassed all accounts receivable, 20 trucks, all equipment and machinery, including washers, dryers, and other laundry processing equipment, customer lists, and certain parcels of real estate. As a result of the Atlas purchase, 17 new routes were acquired, and Silco elected to retain 20 former Atlas drivers as its own employees. The Atlas drivers had been covered by a collective-bargaining agreement with RWDSU.⁴ Silco neither adopted the Atlas-RWDSU agreement nor did it execute a new agreement, but it did make payments into the RWDSU pension fund and also honored checkoff authorizations. In the absence of any health and welfare fund for the new Silco employees, the employer gave them coverage under its standard Prudential policy.

In addition to the 20 drivers, Silco also retained approximately 65 other Atlas employees, including production workers, office clericals, salesmen, and mechanics. These employees worked out of four

³ Until 1958, the contract covered only Cincinnati and Dayton. The most recent contract was executed on July 1, 1975, and will expire on June 30, 1978.

⁴ The most recent contract was executed on February 19, 1976, and extends over a 3-year period. Although there is some question regarding whether or not the parties prematurely extended the contract, in light of our decision herein, we need not deal with that issue.

different facilities. The processing of the Atlas accounts and the supervision of the Atlas employees remained virtually unchanged, except for the fact that final authority was vested in Grassman.

As for Silco proper, it continued to utilize its Hendricks Drive and Bellefontaine facilities for servicing its 11 original accounts in the Columbus area.

In August 1976, however, Silco began its search for a new site to be used for consolidation of its Columbus operations. A 13-acre tract located at 1900 Progress Avenue was purchased and, on November 15, 1976, the relocation of facilities began. Although the move had not yet been completed as of the date of the hearing, Silco officials anticipate completion by May 1977, at which time a geographical regrouping of routes will be effected and the historical Silco-Atlas divisions will cease to exist. Differences in garment processing techniques, and to some extent the supervisory structure, will also result from the combination of operations.

There are currently 9 Silco drivers represented by the Teamsters and 15 Atlas drivers represented by the RWDSU. Five employees are unrepresented, pursuant to the parties' agreement that neither Union's contract benefits should apply until the issues presented in this case are resolved.

Silco and the Teamsters contend that the unit should be clarified to include all drivers under the Teamsters contract. They base their argument on the fact that Silco and the Teamsters have historically bargained for an overall unit and the Atlas drivers are merely an accretion to the unit. We do not agree.

In the circumstances of this case we find that the new facility is not an accretion and that a question concerning representation exists which should be resolved through the Board's election procedures. Accordingly, we shall dismiss Silco's petition for clarification.

ORDER

It is hereby ordered that the petition herein be, and it hereby is, dismissed.