

In the Matter of CHAMPION SPARK PLUG COMPANY, CERAMIC DIVISION, EMPLOYER *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW-CIO) LOCAL 272, PETITIONER

Case No. 7-UA-769.—Decided October 28, 1948

DECISION
AND
CERTIFICATION OF RESULTS

Upon a petition duly filed pursuant to Section 9 (e) (1) of the National Labor Relations Act, a union-security election was conducted on June 8, 1948, by the Regional Director for the Seventh Region, among the employees of the Employer's Detroit, Michigan, plant, in accordance with the provisions of Section 203.67 of the Board's Rules and Regulations.

At the close of the election, the parties were furnished a Tally of Ballots which shows that there were 961 eligible voters and that 775 votes were cast, of which 746 were in favor of, and 20 opposed to, the proposition placed before the voters.¹

On June 11, 1948, the Employer filed Objections to Conduct Affecting Election. After due investigation, the Regional Director issued his Report on Objections, in which he found that the objections were without merit and recommended that the Board overrule them. Thereafter, the Employer filed Exceptions to the Report on Objections.

The Employer's objections are directed at two separate preelection bulletins distributed by the Petitioner to the employees on June 4 and June 7, 1948. The alleged objectionable portion of the Petitioner's June 4 bulletin, which is specifically addressed to its members, states:

You will be *required* to participate in two very important elections in the very near future, of which the outcome will determine whether or not we as a Union will be able *to make progress in improving the hours, wages and working conditions under which we labor.* [Italics by Employer.]

¹ I. e., "Do you wish to authorize [the Petitioner] to enter into an agreement with your employer which requires membership in such union as a condition of continued employment?"

The June 4 bulletin also states, *inter alia*, that on March 8, 1948, the Petitioner had filed with the Employer the 60-day notice, required by the Act, of a proposed modification of the existing contract and that a strike vote, required by the Petitioner's constitution, would be conducted on June 6, 1948.

The Employer alleges (1) that the opening clause of the above-quoted statement might well lead a union member to believe "he had to vote and vote as the Bulletin directed in both the strike and the N. L. R. B. elections," and (2) that the statement gives rise to the direct inference that the Board election "would determine the matter of 'hours, wages and working conditions,' or perhaps the existence of the Union itself." The Employer asserts that this statement was coercive and misleading.

As to the Petitioner's June 7 bulletin, the Employer alleges that the first paragraph thereof² was misleading in that it indirectly stated that the results of the Board election would affect negotiations concerning wages and contract provisions pertaining to subjects other than union security.

The Employer also objects to the last paragraph of the June 7 bulletin as inaccurate and misleading. That paragraph states:

Vote tomorrow and vote yes—Be sure to vote, if you fail to vote—it will be a vote against the Union. When this election is out of the way, your demands must be granted by the Company. [Italics by the Employer.]

The last sentence of this statement, the Employer further alleges, contains a promise of benefit.

In our opinion, the preelection bulletins of the Petitioner to which the Employer objects contain customary and legally unobjectionable electioneering matter. We find, therefore, contrary to the Employer's contention, that the voters were not prevented from comprehending the question upon which they were voting, and that they were not improperly precluded from expressing a free choice in the Board election.³

Accordingly, as recommended by the Regional Director,⁴ we hereby overrule the Employer's objections and find that its exceptions do not

² "Your Bargaining Committee has upon a number of occasions reported to you the deliberate attempt on the Company's part to stall contract negotiations—as of this date the Company has not bargained in good faith—nor have they granted one concession to its employees—despite the fact that the UAW-CIO has established a wage pattern your Company has not offered one red cent wage increase. From all indications they are now attempting to divide you as a UAW-CIO member from the rest of the International Union."

³ See, e. g., *Matter of N. P. Nelson Iron Works, Inc.*, 78 N. L. R. B. 1270.

⁴ We do not adopt, and find it unnecessary to pass upon, the discussion in the Report on Objections with respect to matters other than the immediate effect upon the election of the Petitioner's June 4 and June 7, 1948, bulletins, to which objections were filed.

raise substantial and material issues with respect to the conduct of the election.

CERTIFICATION OF RESULTS

Upon the basis of the Tally of Ballots, and the entire record in the case, the Board certifies that :

1. A majority of the employees eligible to vote in the unit described below have voted to authorize International Union, United Automobile, Aircraft & Agricultural Implement Workers of America (UAW-CIO) Local 272, to make an agreement with Champion Spark Plug Company, Ceramic Division, Detroit, Michigan, requiring membership in such labor organization as a condition of employment, in conformity with Section 8 (a) (3) of the Act, as amended.

2. The appropriate bargaining unit in which the election was conducted comprises: All production and maintenance employees of the Employer at its Detroit, Michigan, plant, excluding superintendents, assistant superintendents, foremen, assistant and shift foremen, chief inspector, draftsmen, clerks, monitors, salaried personnel, plant-protection employees, and supervisors.