

prior to the service of the charge on March 17, 1949. The charges alleged violation of Section 8 (a) (1) in the statutory language and the complaint and bill of particulars, which framed the issues in this proceeding, detailed the specific conduct alleged to violate Section 8 (a) (1). The failure of the charge to particularize the conduct in question was without prejudice to the Respondent.¹²

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent, set forth in Section III, above, occurring in connection with the operations of the Respondent described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

I have found that the Respondent has violated Section 8 (a) (1) of the Act. It is my opinion, upon the entire record in this case, that the commission in the future of such acts and of other unfair labor practices may be anticipated from the Respondent's conduct in the past. I shall therefore recommend that the Respondent cease and desist from such conduct, and from in any other manner infringing upon the rights guaranteed to its employees in Section 7 of the Act.

Upon the foregoing findings of fact, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. Local No. 422, International Woodworkers of America, C. I. O., is a labor organization within the meaning of Section 2 (5) of the Act.
2. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.
3. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

[Recommended Order omitted from publication in this volume.]

¹² See *Cedartown Yarn Mills, Inc.*, 84 NLRB 1; *Cathey Lumber Company*, 86 NLRB 157; *Lily-Tulip Corporation*, 88 NLRB 892.

WILLIAM R. WHITTAKER CO. LTD. and INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO, PETITIONER. *Case No. 21-RC-1592. February 28, 1951*

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before James W. Cherry, Jr., hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Reynolds and Murdock].

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organization involved claims to represent certain employees of the Employer.

3. A question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The appropriate unit:

The Petitioner requests a unit composed of all production and maintenance employees with the usual exclusions at the Employer's plant located on Citrus Avenue, Hollywood, California, and known as the Whittaker Division of the William R. Whittaker Co. Ltd. The Employer opposes a single plant unit and contends that a two-plant unit embracing the employees of both the Whittaker Division and the Saval Division plant, located at East 51st Street, Los Angeles, California, is the only appropriate unit. The two plants are about 12 miles apart.

The Employer is engaged in the design and manufacture of aircraft valves and accessories, cameras, and photographic supplies. In April 1950, the Employer purchased the assets, liabilities, and good will of Saval, Inc., which operated the East 51st Street plant. Following the merger, the Saval, Inc., employees were continued in the same positions which they held before the purchase by the Employer. There is no union presently recognized by the Employer for either plant. Prior to the merger, in January 1945, the Board had certified the International Association of Machinists for a production and maintenance unit at the Saval plant.¹ However, no contract was consummated due to the great number of layoffs which followed. In 1949 a consent election for a production and maintenance unit was held at the Whittaker plant, but no union was certified.² In October 1949 the United Electrical, Radio & Machine Workers of America filed a petition for a production and maintenance unit for the Saval plant, which petition was subsequently dismissed.³

The record discloses certain facts which support the Employer's contention that only a two-plant unit is appropriate. Thus, certain types of products are manufactured and processed in one plant and assembled and finished in the other. Moreover, since the merger, the

¹ *Saval Co*, No 21-R-2582.

² *William R Whittaker Co. Ltd*, No 21-R-3861.

³ *Saval Corporation*, No. 21-RC-1007.

Employer has applied the same over-all personnel policy to both plants which are under the administration of a personnel manager who maintains a portion of his staff at each plant. The same general safety regulations and rules of conduct apply to both plants. Certain employee benefits such as dividend bonus, vacations, paid holidays, group insurance, hospitalization, and severance pay, are granted equally to the employees of both plants.

On the other hand, many factors exist which indicate the appropriateness of a single plant unit. Thus, a distinction in products is indicated by the fact that the Whittaker plant specializes in motor valves, while the Saval plant produces mainly valves of the hydraulic type.⁴ Moreover, most of the basic manufacturing of products at the Whittaker plant is performed by outside vendors while the Saval plant has its own production facilities. Each plant does its own hiring,⁵ firing, and processing of grievances. It also conducts its own purchasing and is responsible for its own accounts.⁶ Furthermore, each has its own engineering staff and machine shop, keeps its own time records, and is subject to its own supervisory personnel.⁷ The Employer maintains a separate seniority system which is primarily on a departmental basis in each plant. There is no interchange of employees.

Although certain of the foregoing factors indicate that a two-plant unit would be feasible, they are not so compelling as to require our holding *only* a two-plant unit appropriate. Other factors, hereinabove referred to, support a finding that a single plant unit, as requested by the Petitioner, is appropriate. In view of these considerations, including (a) the fact that there is no history of collective bargaining; (b) that no union seeks a certification for a two-plant unit; (c) that the plants are under immediate separate supervision with local autonomy in the matter of hiring, firing, and processing of grievances; and (d) the fact that the geographically separated plants are maintained as distinct divisions⁸ with practically no interchange of employees, we conclude that a unit confined to the employees of the Whittaker plant is appropriate.⁹

⁴ Due to the differences in types of products, the plants are subject to different types of inspection, the Whittaker plant being subject to a more detailed type than the other.

⁵ Hiring is done at each plant, except that whenever needed applicants may be sent to the other. Different newspapers are also used to advertise for help at each plant.

⁶ Expenses for field representatives outside of California are charged one-half to each plant. Although the payroll department serves both plants, the pay checks at Saval clearly indicate that they are issued by the Saval Division.

⁷ Except for one foreman who serves the metal finishing departments of both plants, the foremen of the several departments report to the managers of their respective plants.

⁸ In addition to the fact that the personnel of the Saval plant have not been affected by the merger, the Employer's personnel manager testified to the effect that different pay checks were used in the Saval plant in order to bolster the morale of the employees in that plant, thus indicating the desire of the Employer to maintain the individuality of that division.

⁹ *Southland Manufacturing Company*, 91 NLRB No. 38.

We find that all production and maintenance employees,¹⁰ employed at the Employer's Whittaker Division plant at Citrus Avenue, Hollywood, California, excluding office and clerical employees, guards, professional employees,¹¹ and supervisors as defined in the Act, constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication in this volume.]

¹⁰ The Employer's representative introduced considerable evidence, apparently designed to prove that certain groups of employees should be excluded from the production and maintenance unit on the ground that they are composed of skilled craftsmen. He conceded, however, that this contention was probably premature and stated that the Employer would not press for the exclusion of such employees at this time. As no union is seeking to represent these alleged crafts *separately*, we shall not determine their craft status at this time and shall include them in the unit. *Boeing Airplane Company*, 86 NLRB 368; *Western Picture Frame Co.*, 93 NLRB No. 52.

¹¹ The Union stated at the hearing that the engineering department should be excluded from the unit apparently upon the ground that the employees therein constitute a professional group. The Employer indicated that the engineers should be included. The record is not clear concerning the professional status of the engineers. However, if the engineers are, in fact, professional employees, they shall be deemed excluded under this category.

W. S. TYLER COMPANY *and* LOCAL 218, INTERNATIONAL MOLDERS AND FOUNDRY WORKERS UNION OF NORTH AMERICA, A. F. L., PETITIONER.
Case No. 8-RC-1032. February 28, 1951

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Bernard Ness, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.
2. The labor organizations involved claim to represent certain employees of the Employer.
3. The question concerning representation:

The Petitioner, which has represented for 50 years the Employer's core makers, molders, and their apprentices, all of whom work in the foundry, now seeks a unit composed of all production and maintenance employees in the foundry, excluding core makers, molders, and their apprentices, and all other employees.¹ The Employees Council

¹ The Petitioner does not indicate whether or not it wishes eventually to add these employees to the unit which it already represents and which is covered by a contract expiring in July 1952.