

concerted refusals in the course of their employment to perform any services for their respective employers, objects thereof being (a) to force and require A. R. Abrams, Inc., Ira H. Hardin Company, and Wesley and Company to cease doing business with Acousti Engineering Company, and (b) to force and require Acousti Engineering Company to recognize and bargain with Respondent as the representative of certain of their employees although Respondent had not been certified by the Board as the representative of such employees under the provisions of Section 9 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.]

WOLVERINE SHOE AND TANNING CORPORATION *and* UNITED SHOE WORKERS OF AMERICA, LOCAL 75, CIO, PETITIONER. *Case No. 7-RC-1501.*
December 18, 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 Emil C. Farkas, hearing officer.¹ The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.²

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 Styles].

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 Petitioner seeks a single unit of production and maintenance employees at the Employer's Rockford, Michigan, plants, including employees at its shoe factory, tannery, warehouse, and powerhouse, or, in the alternative, a separate unit of employees at each of these plants. The Employer contends that only separate units are appropriate for

¹ The Employer's name appears herein as amended at the hearing.

² At the hearing, the hearing officer properly granted the Petitioner's motions to delete the name of Local 75-A from the petition herein, and to set forth therein the categories which the Petitioner sought to exclude from its proposed unit. The Board has upheld the right of a petitioner to amend its petition at the hearing where, as here, no prejudice resulted to a party from the amendment. Cf. *Smith Rice Mill, Inc. and DeWitt Bonded Warehouse Company*, 83 NLRB 380, and cases cited therein.

bargaining purposes at the shoe factory, the tannery, and the warehouse, respectively, and would exclude employees at the powerhouse from any units that the Board may now establish.

To determine the appropriate unit or units for employees at the Rockford plants, we shall examine our earlier unit determination with respect to these employees, the history of bargaining, and the Employer's operations at this time.

At several locations in the United States, the Employer is engaged in the tanning of leather, the sale of leather and byproducts, and the manufacture and sale of shoes and gloves. At Rockford, Michigan, the only location immediately involved in this proceeding, the Employer, under the over-all supervision of its executive board,³ operates an office or administrative building, and a shoe factory, a tannery, a warehouse, and a powerhouse, each in a separate building, under a manager or superintendent. The warehouse manager and the powerhouse manager⁴ work under the supervision of the sales and merchandising manager and of the tannery manager, respectively. The Employer's president serves as manager of the shoe factory.

At its Rockford plants, the Employer has, in all, approximately 500 employees, including 295, 155, 20, and 9, at the shoe factory, the tannery, the warehouse, and the powerhouse, respectively. These workers have the usual skills and perform the usual duties of employees in their respective and usual classifications.

On December 12, 1942, following an election held pursuant to a Decision and Direction of Election,⁵ the Board certified the Petitioner's international union as the exclusive bargaining representative of production, maintenance, and warehouse employees at the Employer's Rockford shoe plants, excluding tannery and powerhouse employees. Thereafter, and until 1949, the Employer and the Petitioner entered into collective bargaining agreements covering employees in this unit.

On August 11, 1949, following a consent election in Case No. 7-RM-27, the Regional Director certified the Petitioner as the collective bargaining representative of employees at the Employer's Rockford tanning and shoe manufacturing plants and warehouse. About November 28, 1949, the Employer and the Petitioner entered into a single collective bargaining agreement, effective until August 28, 1951, and thereafter from year to year in the absence of a 60-day notice, covering production, maintenance, and warehouse employees at the Employer's shoe plants,⁶ tannery, and powerhouse. This contract

³ The executive board includes the Employer's president, chairman of the board of directors, and sales and merchandising, shoe sales, and tannery managers.

⁴ Otherwise called the maintenance superintendent.

⁵ 45 NLRB 620.

⁶ One of these two plants, a "pilot" or experimental plant, has since been closed by the Employer.

provided, among other things, for "operational seniority" among skilled employees and for seniority based on length of service with the Employer among other employees; for a common vacation schedule equally applicable to all employees; and for the election by union members of separate shop committees to handle grievances at the shoe factories and the warehouse and at the tannery and the powerhouse. About the time the parties entered into this contract, the Petitioner's international union established its Local 75-A for employees at the tannery and the powerhouse. On June 28, 1951, according to its brief, the Petitioner received a letter from the Employer, giving notice of its election not to "renew" the contract. On August 16, 1951, the Petitioner filed the instant petition.

The tannery sells its products to the Rockford factory, other factories of the Employer, and outside customers. The shoe factory and the tannery, however, are capable of operating independently of each other. The warehouse could operate independently of both for a limited period depending on the size of its inventory.

The shoe factory and the tannery each have separate offices, and maintain separate purchase and accounting records. Employees in the sales department keep the warehouse records.⁷ The shoe factory, the tannery, and the warehouse maintain separate pay schedules and job evaluation plans, and have different purchasing agents.⁸ All the plants maintain separate payrolls. Pay checks are printed by the Employer's printing department and signed by the head paymaster. Supervisors at each plant meet separately, weekly, or semiweekly. The Employer has a single employment office, at which all prospective employees file job applications. The hire and discharge of employees, however, is done at the plant level. Employees at the shoe factory and the warehouse, the tannery, and the powerhouse work one, two, and four shifts per day, respectively.⁹ Employees at the shoe factory and the tannery have lunch periods of an hour and half an hour, respectively, and eat at different cafeterias. Because of the necessity of completing work processes, hours of work at the tannery differ from those at the other plants. Other conditions of work at the tannery are also different.

The Employer transfers employees among the plants only upon requests for permanent transfers. Such transfers are infrequent. Production employees do not interchange. Maintenance employees, including 6 to 10 electricians, carpenters, painters, and janitors, work primarily at the shoe factory. They may work at the shoe factory and at the tannery. On rare occasions, one plant temporarily lends

⁷ The record does not disclose where the powerhouse records are kept.

⁸ The office manager of the sales department serves as purchasing agent for the warehouse.

⁹ Powerhouse employees work 7 days per week.

truck drivers or other maintenance employees to the shoe factory and bills it for their working time. All employees are eligible for membership in The Wolverine Mutual Benefit Association, conducted exclusively by employees.

As noted above, the last contract between the parties, under which they bargained for about 2 years, covered production and maintenance employees at all the Rockford plants. No other labor organization seeks to represent any of the employees at any of the plants involved herein. Although the Employer seeks the exclusion of the powerhouse employees from any unit found appropriate herein, the Board has repeatedly found that powerhouse employees may properly be included in such a production and maintenance unit.¹⁰ Under these circumstances, we find that the multiplant unit sought by the Petitioner constitutes an appropriate unit.¹¹

We find that the following employees of the Employer constitute a single unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act: All production and maintenance employees at the Employer's Rockford, Michigan, shoe factory, tannery, warehouse, and powerhouse, excluding office clerical employees, salesmen and truck drivers, professional employees, watchmen, guards, and supervisors.

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

¹⁰ *Ford Motor Company, Aircraft Engine Division*, 96 NLRB 1075.

¹¹ *Oregon Portland Cement Company*, 83 NLRB 675.

THE MEDART COMPANY, FRED MEDART DIVISION *and* DISTRICT No. 9,
INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL, PETITIONER.
Case No. 14-RC-1428. December 18, 1951

Supplemental Decision and Certification of Representatives

On September 13, 1951, pursuant to a Decision and Direction of Election issued by the Board herein on August 17, 1951,¹ an election by secret ballot was conducted under the direction and supervision of the Regional Director for the Fourteenth Region, among the employees in the voting group described in the Decision.

At the conclusion of the election, a tally of ballots was issued and served upon the parties. The tally shows that there were approximately 35 eligible voters, and that 34 cast ballots, of which 8 were for

¹ 95 NLRB No. 153.

97 NLRB No. 85.