

vision. They receive the same rate of pay as journeymen. It is also clear that the apprentices are trained in both press and stereotype work so that when they achieve the status of journeymen they are competent to perform both types of work. Moreover, it is evident from the record that there has been an interchange between journeymen doing primarily press or stereotyper's work either on a long term basis, or for such periods as are necessitated by vacation schedules and emergencies.

In view of the foregoing, particularly the close integration and interchangeability of functions of the Employer's stereotypers and pressmen and the long history of bargaining on the basis of a unit of stereotypers and pressmen, we are of the opinion that the limited unit sought by the Petitioner is inappropriate¹ for the purposes of collective bargaining. We shall, therefore, dismiss the petition.

[The Board dismissed the petition.]

¹Cf. Piedmont Publishing Company, 100 NLRB 246.

ARMSTRONG CORK COMPANY (LANCASTER FLOOR PLANT),
and LOCAL NO. 928, INTERNATIONAL ASSOCIATION OF
MACHINISTS, AFL *and* LOCAL NO. 285, UNITED RUBBER,
CORK, LINOLEUM & PLASTIC WORKERS OF AMERICA,
CIO. Case No. 4-RM-140. September 24, 1953

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 Joseph A. Weston, 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. Local No. 928, International Association of Machinists, AFL, referred to herein as IAM, and Local No. 285, United Rubber, Cork, Linoleum & Plastic Workers of America, CIO, referred to herein as Rubber Workers, are labor organizations within the meaning of the Act and claim to represent employees of the Employer.

3. The Employer-Petitioner asserts that the employees at its Shell Shop constitute an appropriate unit, separate from those presently represented by the IAM and the Rubber Workers. Each Union contends that its contract with the Employer bars an election for employees of the Shell Shop.

The Employer is primarily engaged at its floor plant at Lancaster, Pennsylvania, in the manufacture of hard surface

floor coverings, adhesives, and related sundries. In the spring of 1953, however, the Employer undertook a Government contract for the production of shells, and established a new administrative section in its mechanical shops division, known as the Shell Shop. It has recently begun production on this contract in a separate building within the plant enclosure.

From 1940 to 1945 the Employer also manufactured shells at the floor plant. The Rubber Workers was first certified as bargaining representative for a production and maintenance unit at the floor plant in September 1944. The Rubber Workers has bargained continuously with the Employer since its certification. From that date to the termination of the Government contracts for shell production a year later, the Rubber Workers also represented the employees of the Shell Shop, as part of the production and maintenance unit at the floor plant. The latest contract became effective August 28, 1952, and will terminate November 1, 1954.

In February 1952, following Board-directed elections,¹ the IAM was certified as bargaining representative for separate craft units of carpenters, electricians, tool and die makers, and machinists, millwrights, pipefitters, and welders, all within the Employer's mechanical shops division. A single 2-year contract was entered into as of June 18, 1952, covering the employees in these units. Section 2.2 of this agreement reads as follows:

Section 2.2: The Union during the term of this agreement shall be the bargaining agent for all employees involved in the event of any expansion or change in operation of the Mechanical Shop, so long as the expansion or change takes place on Floor Plant property or under Floor Plant management.

Even though the Shell Shop is an expansion of the mechanical shops division which takes place on floor plant property, we do not agree with the contention of the IAM that this contract provision covers the Shell Shop. We note that Section 1.1 specifically provides for recognition of the IAM as representative only of the craft units for which it was certified. The IAM does not presently represent all the crafts in the floor plant. Other employees exercising craft skills, for example, blacksmiths and sheet-metal workers, and all the other noncraft maintenance employees, continue to be represented by the Rubber Workers even though they are administratively assigned to the mechanical shops division. We are satisfied that it was not the effect of the agreement that the IAM be granted recognition as representative for any employees other than the craft units for which it was certified.

In any event, since the agreements of the Rubber Workers and the IAM were both entered into before production in the Shell

¹Armstrong Cork Company, 97 NLRB 1057.

Shop was begun, we find that neither is a bar to a determination of representatives for Shell Shop employees.²

Accordingly, we find that 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 Employer contends that the employees in its Shell Shop constitute a separate appropriate unit. The Rubber Workers asserts that the production of shells is merely an extension of the Employer's business which does not warrant the severance of the Shell Shop from the existing unit which it represents. While the position of the IAM on the unit issue is not entirely clear, since it relied solely on its contract-bar contention, it may reasonably be inferred, from its statement that all the employees of the Shell Shop (rather than merely those craft employees for whom it was certified) are within its coverage, that it agrees with the Employer that the Shell Shop constitutes a separate appropriate unit.

In June 1953 there were 61 persons employed in the Shell Shop, 56 of whom were permanently assigned there. The Employer expects that the full complement of 147 employees for the Shell Shop will be attained by November 1, 1953, and that most of these employees will be transferred from other jobs represented by the Rubber Workers or the IAM.

We have noted above that the Shell Shop is engaged in the production of items quite unrelated to other production of the floor plant. Administratively, its superintendent reports to the supervisor of the mechanical shops division, who has under his ultimate supervision 700 employees, and who in turn reports to the plant engineer. The Shell Shop will provide for the routine maintenance of its own machinery, but other maintenance work will be supplied by the mechanical shops division on the same basis as for other departments of the plant.

As the Shell Shop is physically located in the floor plant enclosure, shares the facilities and services of the floor plant, is subject to the same general supervision, and has previously been represented as part of a floor-plant unit, we find that the absorption of the Shell Shop employees into the Rubber Workers' existing unit may be appropriate. But while the factors present here for integrating the Shell Shop employees into that unit are persuasive, we do not believe that they compel a finding that a separate unit for the Shell Shop may not also be appropriate. The Board normally permits employees at a new plant or operation to decide whether they wish to be separately represented even though the new operation is in close proximity to the old one, and has even been partially staffed with old employees.³

²Delta Tank Manufacturing Company, Incorporated, (Shell Division), 100 NLRB 364; W. H. Anderson Co., Inc., 99 NLRB 820.

³Scrivner Stevens Company, 104 NLRB 506; Ware Laboratories, Inc., 98 NLRB 1141.

Upon the facts in this record we believe that either a separate unit consisting of Shell Shop employees, or the existing production and maintenance unit may be appropriate for the purposes of collective bargaining. We shall, therefore, make no determination with respect to the employees of the Shell Shop at this time but shall first ascertain their desire as expressed in the election directed herein.

We shall direct an election among the production and maintenance employees in the Shell Shop at the Employer's floor plant at Lancaster, Pennsylvania, excluding office clerical employees, technical and salaried employees, guards and watchmen, shift foremen, and all other supervisors as defined by the Act.

If a majority vote for the IAM, they will be taken to have indicated their desire to constitute a separate unit, and the Regional Director is instructed to issue a certification of representatives to the IAM for that unit, which the Board, under such circumstances, finds to be appropriate for purposes of collective bargaining. If a majority of the employees in the above voting group cast their ballots for the Rubber Workers they will be taken to have indicated their desire to be part of the existing production and maintenance unit represented by the Rubber Workers, in which event the Regional Director conducting the election will certify the results of the election.

[Text of Direction of Election omitted from publication.]

GRANT STORAGE BATTERY COMPANY, Petitioner *and* AUTOMOTIVE, PETROLEUM & ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL NO. 618, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL. Case No. 14-RM-80. September 24, 1953

SUPPLEMENTAL DECISION, ORDER, AND DIRECTION OF SECOND ELECTION

Pursuant to a Decision and Direction of Election issued herein on March 30, 1953,¹ an election by secret ballot was conducted on April 14, 1953, under the direction and supervision of the Regional Director for the Fourteenth Region, among employees in the unit found appropriate by the Board. The tally of ballots shows that all 5 ballots were challenged, 1 by the Union and 4 by the Employer-Petitioner. No objections to the conduct of the election or conduct affecting the result of the election were filed within the time provided therefor.

¹Not reported in printed volumes of Board Decisions.