

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

7. The Respondents did not violate the Act in regard to the hire and tenure of employment of Albert E. Longman.

[Recommendations omitted from publication in this volume.]

A. & M. KARAGHEUSIAN, INC., PETITIONER *and* TEXTILE WORKERS UNION OF AMERICA, CIO *and* UNITED TEXTILE WORKERS OF AMERICA, AFL. *Case No. 4-RM-110. August 28, 1952*

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 Fred G. Krivonos, 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 [Members Houston, Styles, and Peterson].

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:

Textile Workers Union of America, CIO, herein called TWUA-CIO, contends that no question concerning representation exists because the present petition seeks an election only among the employees in the Freehold, New Jersey, plant of the Employer, which constitutes an inappropriate unit. The unit described in the petition conforms with that sought in the initial request for recognition by United Textile Workers of America, AFL, herein called UTWA-AFL. While, as set forth in paragraph numbered 4, below, the Board finds that only a unit of the Employer's Freehold and Roselle Park, New Jersey, plants is appropriate, UTWA-AFL, at the hearing, in effect, alternately requested any unit that the Board finds appropriate. Also, TWUA-CIO itself has requested continued recognition by the Employer in the multiplant unit, which the Employer has refused pending Board determination.

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 appropriate unit:

UTWA-AFL contends that the production and maintenance employees at the Employer's Freehold plant constitute an appropriate unit. TWUA-CIO asserts that only a multiplant unit encompassing the production and maintenance employees at both the Employer's Freehold and Roselle Park plants is appropriate. Although, as previously noted, the Employer filed the petition herein for a unit confined to the Freehold plant, it contended at the hearing, like the TWUA-CIO, that only a multiplant unit is appropriate.

The Employer is engaged in manufacturing carpets and rugs. It operates two plants, namely, a spinning division at Roselle Park, where raw wool is spun into yarn, and a weaving division at Freehold, about 35 miles distant, where the yarn is woven into rugs and carpets.

Since 1942, the Employer and the TWUA-CIO, together with its Locals 26 and 363, have executed single contracts covering employees at both the Employer's Freehold and Roselle Park plants. The most recent contract covering both plants expired June 1, 1952. UTWA-AFL contends that, despite such single contracts, bargaining between the parties on the fundamental issues of wages, hours, working conditions, and grievances, was conducted on the basis of separate individual plant units. However, in our opinion, the bargaining history detailed in the record fails to support this contention. An examination of the contracts, and particularly the language of the coverage clauses, clearly indicates the intention and purpose of the parties to bargain collectively for the employees at both plants.¹ Further evidence that bargaining for the employees at both plants has been on a comprehensive basis is a current pension agreement effective to December 13, 1955, covering both plants. Moreover, in 1948, the employees at both plants were included in the voting unit in a union-authorization proceeding.² These circumstances indicate, and we find, that the past history of bargaining at these plants has been essentially on a multiplant basis.

Functionally, the Freehold and Roselle Park plants are closely integrated, the Roselle Park plant supplying all the yarn used by the Freehold plant.³ Although operations and skills at the plants

¹ Successive contracts between the Employer and the TWUA-CIO covering the employees at both plants provide that it is the intention and purpose of the parties to promote and improve the industrial and economic relations between the Employer and its employees at the Freehold and Roselle Park plants, and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment.

² Case No. 4-UA-101.

³ The entire production of yarn at the Roselle Park plant is for the Freehold plant. Approximately 85 to 90 percent is shipped immediately and the remainder is retained as stock. None of the yarn is sold in the open market.

generally differ, similar "cheese" winding processes are performed at both plants; both utilize some unskilled labor; and each has a maintenance crew.

Administratively, each plant has its own plant superintendent, maintains its own office and personnel records, does its own hiring and discharging, and does not interchange employees with the other plant. However, insurance records for employees at both plants are maintained in the Freehold personnel office, which also prepares, in final form, statistical information with respect to the earnings of both mills. The Freehold office prepares pension information in final form and makes out pay checks and separate payroll lists for both plants. Furthermore, over-all control of both plants is centralized in the Employer's executive office in New York City. There, a vice president in charge of manufacturing and a general production manager directly supervise the local managers of each plant. Production schedules are fixed and coordinated in New York, and purchases of all raw materials and supplies for both plants are made by a purchasing agent.⁴ A factory accountant in New York also coordinates the accounting work of the two plants. The Employer's labor relations policy for both plants is determined by its board of directors in New York and is administered by a director of labor relations,⁵ who also supervises the local personnel managers and makes final decisions on grievances and related matters for both plants.

Under all these circumstances, including the functional and administrative integration of both plants, and the history of bargaining on a multiplant basis, we reject the initial unit contention of the UTWA-AFL and find that employees at both plants constitute a single appropriate unit.⁶

We find, therefore, that all production and maintenance employees at the Employer's Freehold and Roselle Park, New Jersey, plants, excluding office employees, designers, technicians, guards, departmental foremen and assistant foremen, and all supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.⁷

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

⁴ The local assistant mill manager purchases minor supplies and small items needed for maintenance.

⁵ The director of labor relations maintains an office in Freehold in addition to his New York office.

⁶ Cf. *Beaumont City Lines, Inc.*, 90 NLRB 1800.

⁷ The composition of this unit is in accord with the agreement of the parties.