

## Charles Arnold—Continued

Quarter ending September 30, 1953:	
Gross earnings.....	\$820 50
Interim earnings (estimated at \$40 per week for 13 weeks).....	520 00
Net due.....	300 50
Quarter ending December 31, 1953:	
Gross earnings.....	895 50
Interim earnings (estimated at \$40 per week for 13 weeks).....	520 00
Net due.....	375 50
Quarter ending March 31, 1954:	
Gross earnings.....	835 75
Interim earnings (estimated at \$40 per week for 13 weeks).....	520 00
Net due.....	315 75
Quarter ending June 30, 1954	
Gross earnings.....	422 25
Interim earnings (estimated at \$40 per week for 5 weeks).....	200 00
Net due.....	222 25
Total due.....	1,995 59

## Appendix B

## John Joseph Clancy

Quarter ending September 30, 1952	
Gross earnings.....	\$362 40
Interim earnings (Manolakos, Ocean Cafe).....	50 00
Net due.....	\$312 40
Quarter ending December 31, 1952	
Gross earnings.....	603 00
Interim earnings (L F Pease Co).....	587 39
Net due.....	15 61
Quarter ending March 31, 1953	
Gross earnings.....	624 00
Interim earnings (L F Pease Co).....	507 34
Net due.....	116 66
Total due.....	444 67

INDUSTRIAL STAMPING AND MANUFACTURING COMPANY, DIVISION OF VINCO CORPORATION, PETITIONER *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW-CIO)

INDUSTRIAL STAMPING AND MANUFACTURING COMPANY, DIVISION OF VINCO CORPORATION *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW-CIO), PETITIONER. *Cases Nos. 7-RM-133 and 7-RC-2601. March 21, 1955*

## Decision and Direction of Election

Under separate petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before

Herbert C. Kane, 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.<sup>1</sup>
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.

From May 1952 to September 24, 1954, the Employer operated two separate plants, a plating plant on Beaufait Street, herein called the Beaufait plant, and a stamping plant on Epworth Boulevard, herein called the Epworth plant. Both of these plants are located in the city of Detroit, Michigan, and are about 10 miles apart. On September 24, 1954, the Employer purchased a large plant on East Grand Boulevard in Detroit, herein called the Boulevard plant, from the Parker-Wolverine division of Udyllite Corporation, herein called Parker-Wolverine. In acquiring this plant, the Employer purchased only the land, buildings, equipment, and inventory, and did not assume any obligations with respect to the employment of employees of Parker-Wolverine. Parker-Wolverine discharged all of its Boulevard plant employees when the sale was consummated. On or about September 27, 1954, the Employer, however, hired as new employees upon individual application all of Parker-Wolverine's former Boulevard plant employees who were employed on September 24.

Parker-Wolverine conducted the same type operations at the Boulevard plant as the Employer conducted at its Beaufait and Epworth plants. The Employer has definite plans for consolidating the operations of all three plants into the Boulevard plant by transferring certain equipment and all employees from the Beaufait and Epworth plants to the Boulevard plant. At the time of the hearing in this case, October 20, 1954, a new top supervisory organization had already been established for the consolidated operations; some retooling of the Boulevard plant had begun; certain construction work and rearrangement of machinery had been initiated; and at least one type of work had been transferred to the Boulevard plant. The Employer's timetable for completing the transfer of the Epworth plant stamping operations to the Boulevard plant was 60 percent by the end of January, 80 percent by the end of February, and 100 percent by the end

<sup>1</sup>The following labor organizations were permitted to intervene at the hearing on the basis of certain unexpired contracts covering employees involved in this proceeding: Mechanical Educational Society of America, CIO, herein called MESA; Local No. 1, Metal Polishers, Buffers, Platers & Helpers International Union, AFL, herein called Local 1; Local 174 and Local 189, International Union, United Automobile, Aircraft and Implement Workers of America, UAW-CIO, herein called Local 174 and Local 189, respectively, with the International Union being called UAW-CIO.

of March 1955. The timetable for completing the transfer of the Beaufait plant operations was 30 percent by the end of January, 40 percent by the end of February, 50 percent by the end of March, 60 percent by the end of April, 70 percent by the end of May, and 100 percent by the end of June 1955. Furthermore, the machines and employees transferred from the Beaufait and Epworth plants will be commingled with those already at the Boulevard plant, and the maintenance and service employees will function throughout the consolidated operations, whereas one group of maintenance and service employees was employed by Parker-Wolverine for its stamping operations and a separate group of such employees for its polishing and plating operations.

At the Boulevard plant, Parker-Wolverine was conducting stamping operations with about 120 employees in certain buildings and polishing and plating operations with about 176 employees in separate adjacent buildings. Parker-Wolverine's stamping operation employees had been represented on a production and maintenance basis by MESA from 1937, the most recent contract having an expiration date of January 1, 1956. The polishing and plating operations employees had been represented by Local 189 from 1942 on a production and maintenance basis, the latest contract having an expiration date of January 1, 1956.

The Beaufait plant employees, numbering approximately 97, have been represented by Local 1 on a production and maintenance basis, the present contract having an expiration date of June 30, 1955. The Epworth plant employees, numbering approximately 137, have been represented by Local 174 on a production and maintenance basis, the current contract having an expiration date of May 30, 1955.

The Employer and UAW-CIO filed petitions seeking an election in a unit of all production and maintenance employees at the Employer's Boulevard, Beaufait, and Epworth plants. MESA and Local 1 contend that their contracts are a bar to those petitions. The Employer and UAW-CIO contend that the consolidation of the 4 separate units of employees into 1 single integrated operation at the Boulevard plant creates a new appropriate unit and that the contracts are not a bar to a present determination of representatives. Local 174 and Local 189 do not contend that their contracts are a bar to the petitions.

As a result of the acquisition of the Boulevard plant, employees who were formerly in 4 separately represented units are now under unified administrative control and supervision, and within approximately 90 days will be integrated into a single operating unit, approximately 5 times the size of the unit represented by either Local 1 or MESA. We view the consolidated operations as being comparable to an entirely new operation. Therefore, the contracts of Local 1 and

MESA covering only a fraction of the enlarged employee complement are not a bar to a present determination of representatives.<sup>2</sup>

4. The appropriate unit :

The Employer, UAW-CIO, Local 174, and Local 189 contend that the only appropriate unit consists of all production and maintenance employees of the Employer's plants located at 2501 East Grand Boulevard, 6500 Epworth Boulevard, and 4019 Beaufait Street, Detroit, Michigan, excluding office clerical employees, plant clerical employees, professional employees, guards, and supervisors as defined in the Act. MESA and Local 1 do not contend that an overall production and maintenance unit is inappropriate. But, in its brief, Local 1 seeks an election for a separate unit of polishers, platers, buffers, and their helpers, contending that these employees should not be denied the right to express their choice for continued separate representation. The record, however, reveals that the polishers, platers, buffers, and their helpers have not been separately represented on either a craft or departmental basis at the Beaufait, Epworth, or Boulevard plants, but, instead, have been represented as parts of four separate production and maintenance units. The fact that polishers, platers, and buffers will not be separately located but will be commingled with the stamping employees precludes an election on a departmental basis for them, and as the record contains no evidence to prove that the work of those employees requires them to exercise true craft skills, we shall not direct an election for them on a craft basis.

In its brief, MESA also contends that the stamping employees should be granted a self-determination election. These employees have been represented at the Boulevard and Epworth plants as parts of production and maintenance units; they will not be separately located when the consolidation at the Boulevard plant has been completed; and the record contains no evidence to show that the work of these employees requires them to exercise true craft skills. We, therefore, perceive no reason for directing a self-determination election for them on either a departmental or craft basis.

In view of the administrative integration of the Employer's Boulevard, Beaufait, and Epworth plants under a single unified direction, supervision, and control and the resulting consolidation of all three plants into a single operating unit at the Boulevard plant, we find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act :

<sup>2</sup> *Greyhound Garage of Jacksonville, Inc.*, 95 NLRB 902 at 904; *New Jersey Natural Gas Company*, 101 NLRB 251 at 252. As a further reason why the MESA contract is not a bar, the facts in this case clearly reveal that the Employer is not a successor to Parker-Wolverine and, therefore, is not liable under any existing labor relations contract between MESA and Parker-Wolverine *Herman Lowenstein, Inc.*, 75 NLRB 377 at 379.

All production and maintenance employees, including plant clericals,<sup>3</sup> but excluding office clericals, professional employees, guards, and supervisors as defined in the Act.

5. Eligibility:

The UAW-CIO contends that all of the laid-off employees at the Beaufait, Epworth, and Boulevard plants should be permitted to vote in any election directed. The Employer stated at the hearing that it intended to recall all laid-off employees at the Beaufait and Epworth plants by the time that all of its operations were consolidated into a single operation at the Boulevard plant. As these laid-off employees have a reasonable expectancy of being recalled in the near future, we shall, in accordance with Board practice, permit them to vote in the election.<sup>4</sup>

The Employer also stated at the hearing that it intended to hire by the time the consolidation was completed most or all Boulevard plant employees whom Parker-Wolverine had laid off prior to the Employer's acquisition of the Boulevard plant. As aforesaid, the Employer in this case is not a successor to Parker-Wolverine and did not assume any obligations concerning the employment of the latter's employees, whether in laid-off status or not. Instead, it hired as new employees upon individual application only those employees then working at the Boulevard plant. Although the Employer intends to hire the employees laid off by Parker-Wolverine in the near future, they are not employees of the Employer until it has actually hired them. We find that the employees who were in laid-off status at the Boulevard plant when it was acquired by the Employer are not eligible to participate in the election unless they are hired and begin work prior to or during the payroll period immediately preceding the date of the Direction of Election herein.<sup>5</sup>

[Text of Direction of Election omitted from publication.]

<sup>3</sup> The Employer, UAW-CIO, Local 174, and Local 189 would exclude plant clericals from the unit. However, in accordance with usual Board practice, we shall include them. *Stauffer Chemical Company*, 108 NLRB 1037.

<sup>4</sup> *M & S Morenci Corporation*, 100 NLRB 1114 at 1115.

<sup>5</sup> *J. Halpern Company*, 108 NLRB 1142.

A. O. SMITH CORPORATION, KANKAKEE WORKS *and* OFFICE EMPLOYEES INTERNATIONAL UNION, A. F. L., PETITIONER

A. O. SMITH CORPORATION, KANKAKEE WORKS *and* OFFICE EMPLOYEES INTERNATIONAL UNION, A. F. L., PETITIONER. *Cases Nos. 13-RC-4153 and 13-RC-4201. March 21, 1955*

### Decision, Direction of Election, and Order

Upon separate petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before