

coincided in time with activity by herself and other employees in seeking a different type of contract between the Union and the Company. But Dunsmoor had engaged in such activity during past years, having long been outspoken in favor of certain contractual changes. Her activity in such matters had been increasing prior to her discharge, but so had her inability (1) to conduct herself in the plant on a friendly basis and (2) to refrain from antagonizing employees there over matters which had occurred at union meetings.³⁸ The incident with Long on June 28 served to arouse in Dunsmoor's fellow employees their accumulated animosities and to detonate a spontaneous series of events which culminated in her discharge. The cause of her discharge was her behavior in the plant which finally reached the point that employees rebelled against working with her.³⁹

I find that the Company discharged Dunsmoor for cause and that the Union did not cause or attempt to cause the Company to discharge her. I shall recommend, therefore, that the complaint be dismissed in its entirety.

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

CONCLUSIONS OF LAW

1. The operations of the Company constitute trade, traffic, and commerce among the several States within the meaning of Section 2 (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2 (5) of the Act.

3. The allegations of the complaint that the Respondents engaged in unfair labor practices have not been sustained.

[Recommendations omitted from publication.]

³⁸ We need not ascertain here the precise dividing line where an employee, protected by the Act in her activities within a labor organization, loses that protection by utilizing events or alleged events at union meetings as a springboard from which to provoke strife within a plant, such as the circumstances under which Dunsmoor accused Rex McFall of having lied and Long of having been lying or drunk. Without drawing that line, it is found that the Act afforded Dunsmoor no protection in those two instances and that the Company was not required by the Act to tolerate such behavior. Moreover, as recited, there were various incidents of behavior by Dunsmoor which sprang from her disposition and which were unrelated, directly or indirectly, to union dissidence.

³⁹ The Company asserted that in deciding to discharge Dunsmoor it took into consideration a number of incidents in which she had figured over the years. Those alleged incidents, in part, have not been set forth above. Some appear to have been trivial. According to the General Counsel, such incidents, long overlooked by the Company as evidenced by its failure to discipline Dunsmoor, may not realistically be said to have motivated the Company in discharging her. It may be argued with equal logic, on the other hand, that other incidents in which Dunsmoor figured, such as having advocated a different seniority system and having engaged in disruptive tactics at union meetings, long overlooked by union members as evidenced by their failure to seek her suspension or expulsion from membership, did not motivate the employees in joining the movement to secure her discharge.

Hunter Manufacturing Corporation and Bristol Engineering Corporation, Petitioner and United Automobile, Aircraft & Agricultural Implement Workers of America, and Local 181, AFL-CIO. Case No. 4-RM-213. November 16, 1956

SUPPLEMENTAL DECISION AND DIRECTION OF ELECTIONS AMENDING DECISION AND DIRECTION OF ELECTION

On October 23, 1956, the Board issued a Decision and Direction of Election in this proceeding,¹ denying an election in a single unit of

¹ Not reported in printed volumes of Board Decisions and Orders.

Hunter and Bristol employees, urged by the Employer to be the only appropriate unit, and directing a self-determination election among Bristol employees to ascertain whether or not they desired to become a part of the existing unit of Hunter employees currently represented by the Union under a 1952 certification. The Board did not direct an election in the existing Hunter unit, as it did not construe either the petition nor the Employer's statement of position in its brief as a specific request for such an election. On October 26, 1956, however, the Employer filed with the Board a document which, in effect, clarified its unit position by specifically requesting an election among employees in the Hunter unit. The Union opposes the Employer's request without claiming that there exists any impediment to the granting thereof.

In the circumstances, it is clear, from the Employer's recent statement of position, that a question now exists concerning the present representation of Hunter employees within the certified unit. Accordingly, as no third party rights have intervened to bar the Employer's request, we shall amend our earlier Decision and Direction in this proceeding, by directing two separate elections in the following voting groups, excluding therefrom office clerical employees, time-keepers, draftsmen, engineers, all other technical and professional employees, watchmen, guards, and all supervisors as defined in the Act: (1) All production and maintenance employees employed by Bristol Engineering Corporation in its Bristol, Pennsylvania, operations. (2) All production and maintenance employees employed by Hunter Manufacturing Corporation in its Bristol, Pennsylvania, operations.²

If a majority of the employees in voting group (1) vote against the Union, they will be taken to have indicated their desire to remain outside the existing unit, and the Regional Director will issue a certificate of results of election to that effect. If, under these circumstances, the employees in voting group (2) also vote against the Union, the Regional Director will issue a certificate of results of election to that effect. However, if under these circumstances, the majority of employees in voting group (2) vote for the Union, the Regional Director is instructed to issue a certification of representatives to the Union for a production and maintenance unit, excluding the employees in voting group (1), which unit the Board, under the circumstances, finds to be appropriate for purposes of collective bargaining.

² The Union contends that some 350 laid-off employees with recall rights are eligible to vote and should be included in the unit. However, it is clear from the record that these employees, who were laid off because of the discontinuance of a certain product manufactured by Hunter, do not have a reasonable expectation of reemployment by the Employer. We find therefore that they are ineligible to vote in the election hereinafter directed.

If, however, a majority of the employees in voting group (1) cast their ballots for the Union, they will be taken to have indicated their desire to constitute a part of the existing production and maintenance unit and will appropriately be included in the same unit with the employees in voting group (2) and their votes will be pooled with those of employees in voting group (2). If a majority of the employees in the pooled voting group vote for the Union, the Regional Director conducting the elections is instructed to issue a certification of representatives to the Union for a production and maintenance unit comprising such pooled group, which the Board, under such circumstances, finds to be a single unit appropriate for purposes of collective bargaining. However, if a majority of employees in the pooled group vote against the Union, the Regional Director will issue a certificate of results of elections to that effect.

[Text of Direction of Elections omitted from publication.]

MEMBER MURDOCK took no part in the consideration of the above Supplemental Decision and Direction of Elections Amending Decision and Direction of Election.

Bay City Division, The Dow Chemical Company and Arthur B. Stothard, Petitioner and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, AFL-CIO and its Local 804

Bay City Division, The Dow Chemical Company and Pattern Makers League of North America, AFL-CIO, Pattern Makers Association of Saginaw and Vicinity, Petitioner. Cases Nos. 7-RD-219 and 7-RC-3209. November 16, 1956

DECISION, ORDER, AND DIRECTION OF ELECTION

Upon separate petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before Myron K. Scott, 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.¹

¹ The Petitioner in Case No. 7-RD-219, an employee of the Employer, asserts that International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, AFL-CIO, and its Local 804, hereinafter called the Intervenor, is no longer the bargaining representative, as defined in Section 9 (a) of the Act, of the Employer's employees involved herein. The Intervenor is a labor organization which has represented the employees involved since 1941.