

D. C., an original and six copies of exceptions thereto. Immediately upon filing of such exceptions, the party filing the same shall serve a copy thereof upon each of the other parties; and shall file a copy with the Regional Director. If no exceptions are filed thereto, the Board will adopt the recommendations of the Trial Examiner.

IT IS FURTHER ORDERED that the above-entitled matter be, and it hereby is, referred to the Regional Director for the Sixteenth Region for the purpose of arranging such hearing, and that said Regional Director be, and he hereby is, authorized to issue early notice thereof.

Avon Products, Inc., Petitioner and Local 781, Warehouse Employees Union, IBT, AFL-CIO. *Case No. 13-RM-290. December 7, 1956*

DECISION AND CERTIFICATION OF RESULTS OF ELECTION

Pursuant to a stipulation for certification upon consent election, entered into by the parties on August 20, 1956, an election by secret ballot was conducted on August 24, 1956, among the employees at the Employer's Morton Grove, Illinois, plant, under the direction and supervision of the Regional Director for the Thirteenth Region. At the conclusion of the election, the parties were furnished with a tally of ballots which showed that of approximately 201 eligible voters, 169 cast ballots, of which 56 were cast for the Union, 113 against the Union, 10 ballots were challenged and 1 was declared void. A majority of the valid votes was cast against the Union.

On August 31, 1956, the Union filed objections to conduct affecting the results of the election, copies of which were served upon the Employer. The Regional Director investigated the objections and on October 30, 1956, issued his report on objections, in which he found that the objections were without merit and recommended that the objections be overruled. On November 9, 1956, the Union filed exceptions to the Regional Director's report.

Upon the basis of the entire record in this case, the Board makes the following findings of fact:

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 certain employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The parties stipulated and 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:

All employees in the shipping department of the Employer's Morton Grove, Illinois, plant, but excluding office clerical employees, plant clerical employees, quality control inspectors, maintenance employees, administrative employees, professional employees, guards, and all supervisors as defined in the Act.

5. The objections to the election:

*Objections 1, 4, 5, 6, and 8:*¹ Objection No. 1 contended that the Employer granted wage increases after the execution of the stipulation for certification upon consent election; objection No. 2 referred to certain bulletins issued by the Employer assuring employees that they would receive group insurance and be covered by a retirement plan;² No. 4 claimed that the Employer engaged in surveillance over the employees on election day; No. 5 claimed that the Employer interfered with the election by rearranging the lunch schedule and workloads on election day; No. 6 contended that supervisors questioned employees as to how they would vote; and No. 8 claimed that while the voting was being conducted, a supervisor questioned employees as to how they were going to vote and suggested a "no" vote.

As to objection No. 1, the Regional Director found there was no evidence that the timing and granting of the wage increase was conditioned upon the outcome of the election, but that it was an automatic increase granted new employees upon the completion of their probationary period, in accordance with established policy. As to the other objections, he found no evidence was adduced showing interference by supervisors or of threats of economic reprisals, promises of economic benefits, intimidation, or coercion. He therefore recommended that these objections be overruled.

In its exceptions to these recommendations, the Union presented no facts in support of its objections, but contended that the burden of proof in substantiating these objections was on the Regional Director and not on the objecting party. We find no merit in the Union's position. The Board has consistently held that a party filing objections is obligated to furnish evidence in support of such objections, and that unless such evidence is produced, the Regional Director is not required to further pursue his investigation.³ Accordingly, objections 1, 4, 5, 6, and 8 are overruled.

¹ Objections 7, 9, and 10 were withdrawn by the Union.

² The investigation revealed that the Company had both group insurance and a retirement plan in effect at the time of the election. As no exceptions were taken to the Regional Director's recommendation, that this objection be overruled, we adopt his recommendation.

³ *Pacific Maritime Association and Its Member Companies*, 112 NLRB 1280, 1282.

Objection No. 3: The Union objected to a company leaflet distributed to the employees during their lunch period just prior to the election,⁴ on the ground that misrepresentations were made therein with respect to vacations, paid holidays, and wages prevailing at the Employer's Kansas City plant, which was covered by a contract with the Union.

On the question of statements concerning *vacations* and *paid holidays*, the Regional Director's report finds that no misrepresentations were made. As the Union in its exceptions makes no reference to these issues, we hereby adopt the Regional Director's factual conclusion.

There remains the question whether the statements regarding wages at the Kansas City plant were so misleading as to warrant setting the election aside. On this question, the leaflet stated *inter alia* that at the Kansas City plant the rate for packers, staplers, and bin fillers was \$1.47 per hour. The Union's president contended that this was only a half truth in that the Company failed to point out that under the union contract, such employees, after 6 weeks' employment, are raised to \$1.52 per hour and that thereafter, they may be classified at scales higher than this rate, if they are capable of performing duties in the higher classifications.

On the basis of the investigation, the Regional Director concluded that the representations were not so misleading that the conduct exceeded the limits of legitimate propaganda and lowered the standards of campaigning to a level which would impair the free and untrammelled expression of choice by the employees.⁵ He therefore recommended that the objection be overruled. We find no merit in the Union's exception to this finding. The Employer's statement with respect to wages, indicated above, was essentially correct. Moreover, it does not appear to us that the omission as to the 5-cent increase referred to by the Union was such as to influence the employees improperly or to prevent their exercise of a free choice. We therefore adopt the Regional Director's recommendation.⁶

In view of the fact that the Union did not receive a majority of the valid ballots cast, we shall certify the results of the election.

[The Board certified a majority of the valid ballots was not cast for Local 781, Warehouse Employees Union, IBT, AFL-CIO, and that this labor organization is not the exclusive representative of the employees of the Employer in the unit heretofore found appropriate.]

⁴ The Company contended it was necessary to release the leaflet at that time because of misrepresentations made in a union leaflet issued to the employees the previous day.

⁵ *Horder's, Incorporated*, 114 NLRB 751, 753.

⁶ *Stewart-Warner Corporation*, 102 NLRB 1153, 1158 *L. G. Everist, Inc.*, 112 NLRB 810, 812.