

the formula approved in the *American Potash* case.<sup>3</sup> On the contrary, the work of the litho-layout men is part of the lithographic production process and litho-layout men are normally included in units of lithographic production employees. As the litho-layout men are not a craft or the type of employees to whom the Board accords separate representation, we find that a unit limited to such employees is not appropriate for collective bargaining. Accordingly, we shall also dismiss the petition in Case No. 20-RC-3420.

[The Board dismissed the petitions.]

<sup>3</sup> *American Potash & Chemical Corporation*, 107 NLRB 1418.

**Hall-Scott, Inc. and Wayne Milbradt, Petitioner.** *Case No. 21-UD-40. June 10, 1958*

### DECISION AND ORDER

Upon a union-shop deauthorization petition duly filed under Section 9 (e) of the National Labor Relations Act, a hearing was held before Fred W. Davis, 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 [Chairman Leedom and Members Bean and Fanning].

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 employees of the Employer.
3. The Petitioner seeks to rescind the authority of Sheet Metal Workers International Association, Local 170 AFL-CIO, hereinafter called Sheet Metal Workers, and Local 986, Western Conference of Teamsters, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called Teamsters, to make a union-security agreement in behalf of an alleged bargaining unit of the Employer's production and maintenance employees, excluding those in the machine shop, the general assembly department, the electronics department, and studio light department No. 22. All the Employer's production and maintenance employees are currently covered by a 3-year contract, containing a union-security provision, executed on October 17, 1955, by the Employer and Local Lodge 728 and Lodge 1185, International Association of Machinists, hereinafter 120 NLRB No. 181.

called Machinists, as well as by Teamsters and Sheet Metal Workers.<sup>1</sup> The Employer, Teamsters and Sheet Metal Workers, contend that the petition should be dismissed because the unit as to which deauthorization is sought by Petitioner is not coextensive with the contract unit. Machinists took no position with respect to the unit alleged by Petitioner.

The Employer is engaged in the manufacture of various electronic products. Since at least 1952, Lodge 1185, Machinists, was recognized by the Employer's predecessor<sup>2</sup> as the representative of the employees in the machine shop and general assembly department. On November 28, 1952 (in Case No. 21-RC-2785, not published) Local Lodge 728, Machinists, was certified as representative of the electronic department employees,<sup>3</sup> and on March 22, 1955 (in Case No. 21-RC-3809, not published) Sheet Metal Workers and Teamsters were certified jointly by the Board as the representative of the remaining employees in the instant plant. It is only among the last-named group of employees that the Petitioner seeks a union-shop deauthorization election.

In 1955, after the certification of the Sheet Metal Workers and Teamsters, the Employer entered into negotiations with all 4 unions, and on October 17, 1955, the Employer executed a contract with the 4 unions covering all of its employees, effective until October 17, 1958, with provision for annual reopening on wages. In negotiating this contract, although the 4 unions bargained jointly as to the overall provisions of the contract, and all 4 signed the contract, each union bargained separately on wage rates within its area of jurisdiction. The same pattern of separate bargaining was followed in the wage negotiations held in 1956 and 1957, pursuant to the reopening clause of the 1955 contract. In addition, in 1957, Sheet Metal Workers and Teamsters agreed to allow Machinists to negotiate separately with the Employer with respect to the establishment of a job-training program for the employees represented by Machinists alone. However, as to the foregoing wage negotiations conducted by each union separately, the record discloses that any agreement so negotiated was ratified by all employees of the Employer and approved by representatives of all four unions. Moreover, the 1955 contract denominates the four unions as the "Union"; recognizes the "Union" as exclusive bargaining representative of all the Employer's employees; contains a union-security provision, and provides that union dues will be checked off and remitted to the "Union." In separate appendixes, the contract specifies the wage rates for the various classifications of

<sup>1</sup> Both Machinists' locals were permitted to intervene at the hearing on the basis of their interest in the contract.

<sup>2</sup> The Employer took over the instant plant from Bardwell & McAllister, Inc, in May 1955.

<sup>3</sup> The record shows that the employees in studio light department No. 22 were originally included in one of the two Machinists' units, but does not indicate which unit that was. For the purpose of this case, it is not necessary to determine that question.

employees, grouping them on the basis of their union affiliation. The contract refers to the individual unions only in providing for separate stewards for each union and for representation of each union on a grievance committee. Although members of one union, when transferred to a department manned by members of a different union, are required to transfer union affiliation, they are not required to pay any initiation fee to the latter union. There is plant-wide seniority and an employee may "bump" into any job held by an employee junior in service to him, provided that he possesses the necessary skill to perform the job. Employee benefits are uniform throughout the plant.

From the foregoing and on the entire record, we find that the employees previously certified by the Board or recognized by the Employer as separate units have been merged into a single unit and comprise the bargaining unit covered by the existing union-security agreement contained in the 1955 contract.<sup>4</sup> Accordingly, as the unit in which a deauthorization election is sought is not coextensive with the broader unit covered by the existing union-security contract, we find that it is not appropriate for the purposes of a union-shop deauthorization election.<sup>5</sup> We shall therefore dismiss the petition.

[The Board dismissed the petition.]

<sup>4</sup> Cf. *San Juan Mercantile Corporation*, 117 NLRB 8, 10; *Publucker Chemical Corporation*, 117 NLRB 257; *The Langenau Manufacturing Company*, 115 NLRB 971.

<sup>5</sup> *Publucker Chemical Corporation*, *supra*; *F. W. Woolworth Company*, 107 NLRB 671, 673.

**Sheet Metal Workers International Association, Local Union No. 99 and Charles C. Cox and Dohrmann Hotel Supply Company, Party to the Contract. Case No. 19-CB-467. June 12, 1958**

DECISION AND ORDER

On August 30, 1957, Trial Examiner James R. Hemingway issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The Board<sup>1</sup> has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed.

<sup>1</sup> 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 [Chairman Leedom and Members Bean and Jenkins].