remedy and to remove the effects of the unfair labor practices and to effectuate the policies of the Act. Because of the nature and scope of Respondent's coercive practices, I shall recommend a broad cease and desist order.

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

CONCLUSIONS OF LAW

1. The Charging Union is a labor organization within the meaning of Section 2(5) of the Act.
2. By interfering with, restraining, and coercing its employees in the exercise of rights guaranteed in Section 7, in the manner found under Concluding Findings, *supra*, Respondent engaged in unfair labor practices proscribed by Section 8(a)(1).
3. Said unfair labor practices having occurred in connection with the operation of Respondent's business as set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and substantially affect commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]

Scougal Rubber Mfg. Co., Inc.; Bruce J. Stewart, d/b/a Stewart Machine and Tool Co.; Mechanical Products Mfg. Co.; Rottler Boring Bar Co., Petitioners *and* International Association of Machinists, AFL-CIO, Local No. 79

Harbor Island Machine Works, Inc. *and* Lars R. Meyer, Petitioner *and* International Association of Machinists, AFL-CIO, Local No. 79. *Cases Nos. 19-RM-265, 19-RM-261, 19-RM-267, 19-RM-270, and 19-RD-156. February 4, 1960*

DECISION AND DIRECTION OF ELECTIONS

Upon petitions duly filed under Section 9(c) of the National Labor Relations Act, hearings were held before Rachel Storer, hearing officer. The hearing officer's rulings made at the hearings are free from prejudicial error and are hereby affirmed.[1]

Upon the entire record in these cases, the Board finds:

1. The Employers are engaged in commerce within the meaning of the National Labor Relations Act.

2. The labor organization involved claims to represent certain employees of the Employers.

3. A question affecting commerce exists concerning the representation of employees of the Employers within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.[2]

4. These Employers have been part of a group of 50 or more employers represented in collective bargaining in the Seattle area by the

[1] Attorneys for certain of the Employers filed a motion to consolidate the records after the hearings had been held. We hereby grant this motion to consolidate and also include in this consolidation for decision the case of *Scougal Rubber* inasmuch as it arises from the same factual background and involves the same problems.

[2] We note that the Union claims to represent a unit broader in scope than that sought in the Employer petitions. See *Triangle Publications, Inc.*, 115 NLRB 941. In the decertification proceeding we note that the Union did not disclaim interest in a single-employer unit. Compare *Langenau Manufacturing Company*, 115 NLRB 1505, 1506.

Washington Metal Trades, Inc., an employer association. The Association has contracted for some years with International Association of Machinists, AFL–CIO, Local No. 79, for a unit of tool- and diemakers and machinists. Negotiations for a new contract were begun after April 1, 1959, the preceding contract having expired on March 31. On May 13, no agreement having been reached, the Union went on strike.

Early in June Stewart filed its employer-petition herein and simultaneously withdrew from bargaining through the Association, sending a copy of its letter to the Union. The testimony is conflicting as to whether the Union then offered to bargain separately with Stewart. We believe that it is a fair inference from the records in these cases as a whole that the Union is inaccurate in its recollection of discussing individually with this employer only a multiemployer agreement, and credit the latter's testimony that the Union then expressed willingness to discuss an independent contract at any time.

Later in June the Union approached Scougal Rubber offering to bargain separately with it because it was not a machine shop. Although no separate agreement was reached, Scougal, on June 24, withdrew from the Association for bargaining. Its withdrawal was acknowledged in a letter stating that the Association would "be guided accordingly."

On August 19, the Union addressed a letter to "Machine Shop Employers of Washington Metal Trades, Inc.," of which the other three employers here involved received copies. In it the Union implied that five large firms were prolonging the strike to the detriment of smaller firms such as the recipient, offered to bargain separately, and enclosed a blank form of contract. Rottler had already withdrawn authority to bargain from the Association and received acknowledgment. On September 2, it filed its employer-petition herein. Mechanical had also withdrawn authority to bargain before receipt of the Union's letter, and it filed the above employer-petition in late August. Harbor Island withdrew from Association bargaining on September 14. The decertification petition involving its employees was filed the same day. Another employer not here involved also received the Union's August 19 letter and withdrew from the Association when a decertification petition was filed in September. That proceeding was terminated when the Union agreed to a consent election in a unit limited to the employer's employees.[3]

On September 21, those employers who had remained in the Association for bargaining purposes reached an agreement with the Union.

The Union contends that the petitions should be dismissed because the withdrawals by the five employers here involved were untimely,

[3] *Cunningham Mfg Co*, Case No 19–RD–155, unpublished.

inasmuch as the multiemployer bargaining unit was an established one and negotiations for a new contract had begun. The employers, on the contrary, contend that single-employer units are now appropriate because of the special circumstances of these cases and mutual consent to abandonment of the multiemployer unit, hence that the petitions are timely. We find merit in the employers' contention and shall order elections in single-employer units. In reaching this conclusion we note that in all of these cases not only do the employers seek to bargain singly, as witnessed by their formal withdrawals from the Association for bargaining purposes, but the Union—as to these employers at least—has expressed a willingness to abandon the multiemployer unit and bargain on a single-employer basis. We note also that in at least one other case involving an employer formerly represented in the unit, the Union has consented to an election on a single-employer basis. In these circumstances we think it is clear that these parties should no longer be required to bargain on a multiemployer basis, whether we find mutual abandonment of multiemployer bargaining as to the employees covered by the petitions herein, or simply that the Union as to these parties is estopped to urge a position contrary to its previous overtures for single employer bargaining.[4]

We find that the following employees of the individual employers constitute units appropriate for the purposes of collective bargaining within Section 9(b) of the Act:

All production and maintenance employees employed by Employer Scougal Rubber Mfg. Co., Inc., at its Seattle, Washington, plant, excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

All production and maintenance employees employed by Employer Bruce J. Stewart d/b/a Stewart Machine and Tool Co., at its Seattle, Washington, plant, excluding office clerical employees, professional employees, and supervisors as defined in the Act.

All production and maintenance employees employed by Employer Mechanical Products Mfg. Co., at its Seattle, Washington, plant, excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

All production and maintenance employees employed by Employer Rottler Boring Bar Co., at its Seattle, Washington, plant, excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

All production and maintenance employees employed by Employer Harbor Island Machine Works, Inc., at its Seattle, Washington, plant,

[4] See *Neville Foundry Company, Inc.*, 122 NLRB 1187; see also *Anderson Lithograph Company, Inc., et al.*, 124 NLRB 920, where the Board in effect held that the employers involved were estopped by their conduct to assail the multiemployer unit.

excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

[Text of Direction of Elections omitted from publication.]

MEMBERS RODGERS and JENKINS took no part in the consideration of the above Decision and Direction of Elections.

Dalton Brick & Tile Corporation *and* United Stone & Allied Product Workers of America, AFL-CIO, Local 113. *Cases Nos. 10-CA-3979 and 10-CA-3980. February 5, 1960*

DECISION AND ORDER

On July 31, 1959, Trial Examiner Arthur Leff issued his Intermediate Report in the above-entitled proceeding, finding that Respondent Dalton Brick & Tile Corporation 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, Respondent filed exceptions to the Intermediate Report and a brief in support thereof.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in the case, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations.[1]

ORDER

Upon the entire record in this case, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that Respondent Dalton Brick & Tile Corporation, Dalton, Georgia, its officers, agents, successors, and assigns, shall:

[1] Respondent, on December 7, 1959, filed with the Board a motion to reopen the record to receive additional evidence which was not available at the time of the hearing. The General Counsel and Local 113 submitted briefs in response thereto. The additional evidence in question relates to further findings and a decision upon appeal of the Georgia Employment Security Agency with respect to applications for unemployment compensation made by certain of Respondent's employees subsequent to Respondent's suspension of operations. In affirming the Trial Examiner's conclusions that the Respondent, by its actions, violated Section 8(a)(1), (3), and (5) of the Act, we note that the Trial Examiner did not, in any manner, give weight to the findings or decision of the State agency, but rather, utilized the relevant circumstances to illustrate the inconsistent reasons for the suspension of operations given by the Respondent during the course of the proceedings before such State agency and before this Board. The Intermediate Report correctly finds that the reason given to the Georgia Employment Security Agency for such suspension constitutes a definite admission against interest so far as the instant proceeding is concerned. Inasmuch as the additional evidence which the Respondent seeks to introduce in no way refutes this patent inconsistency, Respondent's motion is hereby denied.