

International Harvester Company and Memphis Independent Electrical Trade League, Petitioner**International Harvester Company and Memphis Independent Skilled Trades League, Petitioner. Cases Nos. 26-RC-1494 and 26-RC-1495. January 30, 1961**

DECISION AND ORDER

Upon petitions duly filed, a consolidated hearing was held before Kay P. Fisher, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.¹

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Rodgers and Jenkins].

Upon the entire record in this case, the Board finds:²

1. The Employer is engaged in commerce within the meaning of the Act.

2. No 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, for the following reasons:³

The Petitioner in Case No. 26-RC-1494 seeks to sever from an existing production and maintenance unit represented by the Intervenor an alleged craft unit of electricians and instrument repairmen at the Employer's Memphis, Tennessee, manufacturing plant. The Petitioner in Case No. 26-RC-1495 seeks to sever from the same production and maintenance unit an alleged craft unit of tool- and die-makers and related employees in the toolroom, machine repair, and product engineering departments at the same plant. The Employer and the Intervenor contend the requested employees are not true craftsmen, and that the alleged craft units sought are not appropriate because they are not coextensive with an existing multiplant bargaining unit covered by a national agreement between the Employer and the Intervenor.

¹ In view of our dismissal of the petitions herein, we find it unnecessary to pass upon the contentions of the Employer and International Union, Automobile, Aircraft, and Agricultural Implement Workers of America (UAW) AFL-CIO, and Local 988, the Intervenor, regarding the qualifications of the Petitioners to represent employees or to seek severance from the established unit, or upon the correctness of the hearing officer's rulings concerning this issue. See *General Motors Corporation, Cadillac Motor Car Division*, 120 NLRB 1215, 1216-1217.

² The request by the Employer and the Intervenor for oral argument is hereby denied because, in our opinion, the record and the briefs adequately present the issues and the positions of the parties.

³ The Employer and the Intervenor urge as a bar their contract which is effective from January 16, 1959, until October 1, 1961. As the contract is to be effective for a term exceeding 2 years, it is to be treated as a contract for a fixed term of 2 years under controlling Board precedent. *Pacific Coast Association of Pulp and Paper Manufacturers*, 121 NLRB 990, 993. As the instant petitions were filed on August 22, 1960, within the 90-day period preceding the insulated period of the contract, we find that the agreement is no bar.

Between 1940 and 1954 the Intervenor was certified as the bargaining representative at a number of plants of the Employer. The Employer and the Intervenor have executed two successive national agreements, the first in 1955 and the second, asserted as a bar herein, in 1959. These national, or master, contracts covered in detail such matters as employerwide seniority, hours of work, overtime, wages, vacations, strike and lockout limitations, fringe benefits, and various other provisions. The contracts also provided that grievances arising thereunder are to be finally settled by arbitration on a national basis. All bargaining in connection with the negotiation of the aforementioned contracts occurred in Chicago where the main office of the Employer is located. Both parties were represented at such negotiations by central negotiating teams. The team representing the Intervenor was assisted by an International staff member of the Intervenor, who served as the spokesman of the employees at all the plants involved. The record further shows that the Harvester Council was organized by the Intervenor for the purpose of handling problems arising from the various locals at the individual plants concerned. This Council also decides questions relating to the Intervenor's bargaining demands and submits proposals in behalf of the Intervenor on the basis of its national bargaining objectives. Agreements reached pursuant to such negotiations have been ratified by a majority of the members in a majority of the plant locals concerned before they become effective. After such master agreements become effective, they cannot be voided by any local, nor superseded by any separate agreement with the Employer, although the individual locals are permitted to execute supplemental agreements covering matters solely of local concern.

We believe that it is clear from the foregoing that the parties intended to, and in fact did, carry on their collective bargaining on the basis of a single multiplant unit. We therefore find, in consequence of the bargaining history of 5 years' duration and the exclusive recognition accorded the Intervenor by the Employer on a multiplant unit basis, that there has come into existence and now exists a single companywide unit embracing all those plants of the Employer in which the Intervenor has been recognized or certified as the exclusive representative, and which are covered by the existing master agreement. As each of the Petitioners in these cases seeks an election in a unit limited to a single plant embraced by the master agreement, the two units sought are not coextensive with the existing bargaining unit and therefore are inappropriate for the purposes of collective bargaining.⁴ We shall dismiss both petitions.

[The Board dismissed the petitions.]

⁴ *General Motors Corporation, Cadillac Motor Car Division*, 120 NLRB 1215, 1221; see also *St Regis Paper Company*, 101 NLRB 656. In view of our conclusion we need not decide whether the employees sought are craftsmen who might otherwise constitute units appropriate for severance purposes