

Accordingly, we find that all employees at the Employer's Weymouth and Quincy, Massachusetts, electric service locations, including office clerical employees and retail appliance sales department employees, but excluding professional employees, guards, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(c) (1) and Section 2(6) and (7) of the Act.<sup>3</sup>

[Text of Direction of Election omitted from publication.]

<sup>3</sup> The composition of the unit is not in dispute.

**Univac Division of Remington Rand Division of Sperry Rand Corporation<sup>1</sup> and Francis H. Coyne, Petitioner and Business Machine and Office Appliance Mechanics Conference Board, Local 459 International Union of Electrical, Radio and Machine Workers, AFL-CIO.<sup>2</sup> Case No. 3-RD-198. July 10, 1962**

#### DECISION AND ORDER

Upon a decertification petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Salvatore J. Arrigo, 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 McCulloch and Members Rodgers 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 Petitioner, an employee of the Employer, asserts that the Union, which is the certified bargaining representative of the employees involved herein, is no longer such representative as defined in Section 9(a) of the Act.
3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of 9(c) (1) and Section 2(6) and (7) of the Act for the following reasons:

The Petitioner seeks to decertify a unit of tabulating machine servicemen at the Employer's locations in Syracuse and Elmira, New York, excluding clerical employees, executives, salesmen, and all supervisors as defined in the Act. The Union contends that the petition

<sup>1</sup> The name of the Employer appears as amended at the hearing.

<sup>2</sup> The name of the Union appears as amended at the hearing.

should be dismissed because the unit sought is not coextensive with the existing bargaining unit, and therefore not appropriate for decertification.<sup>3</sup> The Petitioner and the Employer contend that the unit sought for decertification is appropriate since it is a Board certified unit and because its separate identity has been maintained in bargaining.

Board records show that the unit of tabulating machine servicemen located in Syracuse was certified by the Board in Case No. 3-RC-190 on December 17, 1948; and the tabulating machine servicemen located in Elmira, was certified as included in the Syracuse unit in Case No. 3-RC-1680 on March 30, 1956. Both certifications resulted from stipulations for certification upon consent elections. The record does not show how the parties carried on their collective bargaining immediately after the Syracuse certification. However, about 1956 the Employer and the Union and its affiliated locals proceeded to engage in centralized bargaining negotiations in New York City for the Syracuse and Elmira employees along with other tabulating machine servicemen performing the same duties located at the Employer's various locations throughout the United States.<sup>4</sup>

The Union and its affiliated locals in preparation for the centralized negotiations have a conference of union representatives from the various locations to determine the proposals to be bargained and to choose a bargaining committee to represent all locations. Not all locations have representatives on the bargaining committee; however, the proposals to be bargained and the proposed bargaining committee are submitted to each location for a vote of ratification. The respective locations have a minimum of 1 vote for 20 or fewer employees, and 1 additional vote for each 20 or more employees, not to exceed 4 votes. These votes may be divided into quarter votes, and the decision of the majority of votes at all locations is binding on each location. This procedure for voting is also followed once the bargaining begins.

The bargaining committee bargains the same provisions for all locations except for minor differences such as holidays, which are dependent on local customs, and union-security clauses, which are dependent on the extent of union membership at each location.<sup>5</sup> Fur-

<sup>3</sup> The Union also contended that a recent contract is a bar to the instant petition. As this contention would not affect the outcome of the case in view of our dismissal of the petition we do not give it consideration.

<sup>4</sup> During the 1961-62 negotiations the following locations were included in the centralized bargaining with the Employer: New York, Syracuse, and Buffalo, New York; the New Jersey area, Philadelphia, Pennsylvania; St. Louis, Missouri; Detroit, Michigan; Chicago, Illinois; Milwaukee, Wisconsin; Minneapolis, Minnesota; Boston, Massachusetts, and San Francisco, California. It appears that each of these locations are independently certified by the Board pursuant to stipulations for certification upon consent elections.

<sup>5</sup> These provisions, though tailored to meet local conditions, are negotiated by the committee at the New York negotiations.

ther, the bargaining committee seeks to have provided supplemental pension agreements for the west coast and Boston locations and the inclusion of certain categories of clerical employees at the Detroit, Chicago, and New York City locations.

The Employer bargains through its manager of labor relations and its national manager of customer engineering. There is no showing in the record that any employer representative from any of the locations participates in the negotiations.

As the negotiations between the Employer and the bargaining committee progress and the parties reach or are unable to reach agreement the bargaining committee submits questions to a vote of all the locations such as whether to accept an offer of the Employer or to call a strike. Again, the committee abides by the decision of the majority, and a contract can be accepted or a strike called binding on all of the locations even though several locations disapprove.

Upon the conclusion of negotiations, a copy of the contract is prepared for each location incorporating the local differences, and stating that they cover the employees at a particular location, and providing for local seniority. Except for such local differences, the contracts are identical. Then the individual contracts are executed by the bargaining committee on behalf of the various locals.

We find on these facts, that the Employer and the Union intended to and in fact did carry on bargaining on the basis of a multiplant unit and that the individual certified units have been merged into one overall unit.<sup>6</sup> In *Goodyear Tire & Rubber Company (Houston Synthetic Rubber Plant)*,<sup>7</sup> the Board gave effect to the particular facts and equities in that case which preserved the separate identity of a Board certified unit although the union thereafter chose to enter into a contract merging two separate units. The instant case is distinguishable. Here there are no special circumstances. To the contrary, the employees at the Syracuse and Elmira locations assented by ratifying the acts of the bargaining committee to the multiplant bargaining, which has proceeded for a substantial period of time.<sup>8</sup> As the Petitioner is here seeking to decertify less than the existing bargaining unit, we shall dismiss the petition.<sup>9</sup>

[The Board dismissed the petition in Case No. 3-RD-198.]

<sup>6</sup> *General Motors Corporation, Cadillac Motor Car Division*, 120 NLRB 1215

<sup>7</sup> 130 NLRB 889

<sup>8</sup> The record shows that the Syracuse and Elmira employees concerned in this proceeding, in January 1962 during current negotiations, submitted to the Union their resignations from the Union and revocations of their union checkoff authorizations. Without considering whether these actions are a protest to multiemployer bargaining, their timing could not negate their previous assent to multiemployer bargaining.

<sup>9</sup> Cf. *Mission Appliance Corporation*, 129 NLRB 1417.