

(e) Notify the Regional Director for the Third Region, in writing, within 20 days from the date of the receipt of this Intermediate Report, as to what steps the Respondent has taken to comply herewith.<sup>21</sup>

<sup>21</sup> If this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

#### APPENDIX

##### NOTICE TO ALL MEMBERS OF LOCAL 11, BRICKLAYERS, MASONS AND PLASTERERS INTERNATIONAL UNION OF AMERICA, AFL-CIO

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the Labor Management Relations Act, we hereby notify our employees that:

WE WILL NOT cause or attempt to cause Cooper and Craib, Inc., to discriminate against Walter Love or any other employee, in violation of Section 8(a)(3) of the Labor Management Relations Act.

WE WILL NOT in any other manner restrain or coerce employees in the exercise of the rights guaranteed by Section 7 of the aforementioned Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8(a)(3) of that Act.

WE WILL make Walter Love whole for any loss of pay he may have suffered as a result of the discrimination against him.

WE WILL notify Cooper and Craib, Inc., that we have no objection to the employment of Walter Love, and we will serve him with a copy of such notice.

LOCAL 11, BRICKLAYERS, MASONS AND PLASTERERS  
INTERNATIONAL UNION OF AMERICA, AFL-CIO,  
*Labor Organization.*

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, Fourth Floor, The 120 Building, 120 Delaware Avenue, Buffalo, New York, Telephone No. TL 6-1782, if they have any question concerning this notice or compliance with its provisions.

**The Boeing Company and International Brotherhood of Electrical Workers, Local 217, AFL-CIO, Petitioner.** *Case No. 27-RC-2317. September 5, 1963*

#### DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Hearing Officer Clinton M. Elges.<sup>1</sup> The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case the Board finds:

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

<sup>1</sup> The petition was filed on September 4, 1962, but was administratively dismissed by the Regional Director. The dismissal was timely appealed to the Board by the Petitioner, and on February 7, 1963, the Board directed the Regional Director to hold a hearing to resolve certain factual issues raised by the appeal. After the hearing was held, the Regional Director referred the case to the Board for decision.

2. The labor organizations involved claim to represent certain employees of the Employer.

3. 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:

Petitioner seeks to represent a group of maintenance electricians employed at the Employer's Ogden, Utah, facility, known as Plant 77. The Employer and IAM<sup>2</sup> have advanced a number of contentions why the petition should be dismissed, among them that the unit sought is inappropriate because it does not conform to their multiplant bargaining pattern. We find merit in this contention.<sup>3</sup>

Pursuant to various Board certifications, the Employer and IAM had for at least 15 years bargained for separate units, referred to as primary locations, at Seattle-Renton, Washington; Wichita, Kansas; and Brevard County, Florida. In 1960, they entered into a 2-year nationwide agreement covering all these units, which was to expire on September 15, 1962. The agreement also specified as within its coverage employees at temporary or semipermanent operations, referred to as Remote Locations, established by the Employer anywhere in North America as an adjunct to work performed at the primary locations. Plant 77, where operational Minuteman missiles are assembled, is a remote location which is an adjunct to Seattle-Renton where other work on these missiles is performed.

The Employer's Aerospace Division, headquartered at Seattle-Renton, is engaged in the production of missiles and rockets for the U.S. Air Force. The Bomarc missile, now being phased out, and the experimental Minuteman missile were produced at this location. When Minuteman became operational, the Employer and other Air Force contractors began the manufacture of its hardware components. The Employer also obtained a contract for the final assembly of Minuteman missiles, with responsibility for combining all components into a single operational system and for delivery of the completed missile to the Air Force. On receipt by the Air Force, the missiles are shipped to other sites, where they are installed and maintained. The Employer's production and maintenance employees at the missile sites are also covered by the agreement between Boeing and IAM.

When it obtained the Minuteman assembly contract in 1958, the Employer formed a nucleus of administrative and engineering personnel at Seattle-Renton to plan and manage the project. In 1959, the Air Force decided that the contract would be performed at Hill

<sup>2</sup> International Association of Machinists, AFL-CIO, referred to here as IAM, intervened as the representative of a multiplant unit of Boeing employees

<sup>3</sup> As we agree with the Employer and IAM that the unit sought is not appropriate, we do not deem it necessary to decide whether the intervention of the Federal Government into IAM's contract dispute with the Employer, which occurred after the instant petition was filed, should bar an election here. See *Aerojet-General Corporation*, 144 NLRB 368.

Air Force Base near Ogden, Utah, about 900 miles from Seattle. That part of the base which has been assigned to Boeing is now called Plant 77. Construction of new facilities at the base began in September 1960, while the work group assigned to plan the project continued to operate from Seattle-Renton.

The first permanent transfer, of about 150 employees, from Seattle to Plant 77 occurred in July 1961. Since then, the employee complement has been increased to about 900, through transfer of other employees from Seattle-Renton, including some who had worked on Bomarc missiles, transfers from other company plants, and through local hiring. The 1960 IAM agreement was applied to all production and maintenance employees at Plant 77, as soon as operations began there in 1961. The first Minuteman was completed for delivery in February 1962, and assembly will continue there until the contract with the Air Force expires in June 1964. Meanwhile, the Employer continues to manufacture Minuteman components at Seattle-Renton.

The nationwide 1960 agreement establishes a common labor relations policy for all the Employer's operations at its various facilities. Wages, hours, vacations, retirement, grievance procedures, and other working conditions are standard throughout the multiplant production and maintenance unit, including all remote locations. Job classifications have been standardized for all of the Employer's plants, and where a particular job description must be redrafted to conform to functions performed only at a particular location, it is evaluated in accordance with a factoring system which is uniformly applied to all locations under the contract. Employees at Plant 77 are paid from Seattle. There was testimony that when Plant 77 is closed, its employees will be afforded the opportunity of employment at Seattle-Renton in accordance with the Employer's past practice.

The record clearly establishes that the Employer's Aerospace Division is engaged in a continuing program of developing and producing missiles and other armament for the Defense Establishment. The Minuteman missile is part of that program. Assembly of the various components of Minuteman into an operational system is an intermediate step between the manufacture of the components and the delivery of the completed missile to an installation site. We are satisfied that participation by the employees at Plant 77 in this complex, yet unified, program indicates that they share a substantial community of interest with all other employees engaged in the Employer's missile program. Plant 77 cannot therefore be regarded, as contended by the Petitioner, as a separate, self-contained operation entitled to a self-determination election. Rather, in view of the nature of the Employer's business, the multiplant bargaining history, and the aforementioned factors indicating a community of interest among all the employees in the unit represented by IAM under its 1960 agreement,

we find that the employees at Plant 77 are an accretion either to the Seattle-Renton or to the larger nationwide employee grouping, which ever may constitute the appropriate bargaining unit, a matter on which we do not pass in this proceeding.<sup>4</sup> Even conceding *arguendo* their status as craftsmen, it follows that a unit limited to the maintenance electricians at Plant 77 is inappropriate as being only a segment of the maintenance electricians in the multiplant unit.<sup>5</sup> We shall, therefore, dismiss the petition.

[The Board dismissed the petition.]

MEMBERS FANNING and JENKINS took no part in the consideration of the above Decision and Order.

<sup>4</sup> See *Simmons Company*, 126 NLRB 656, 658-659; *Richfield Oil Corporation*, 119 NLRB 1425, 1427; *Hudson Pulp and Paper Corporation*, 117 NLRB 416, 418; *Red Ball Motor Freight, Inc.*, 118 NLRB 360, 362; *Borg-Warner Corporation*, 113 NLRB 152, 154; *J. W. Rea Company*, 115 NLRB 775, 776-777.

*International Ladies' Garment Workers Union v. N.L.R.B. (Bernhard-Altmann Texas Corp.)*, 366 U.S. 731, relied on by Petitioner as establishing that the 1960 agreement unlawfully deprived the employees at Plant 77 of their right to select a bargaining representative is inapposite. In that case violations were found where a union which had not established its majority status was accorded exclusive recognition, whereas here the status of IAM as majority representative in the multiplant unit is not questioned. As an accretion to an existing unit, the employees at Plant 77 were properly covered by the contract for the multiplant unit without a self-determination election. *The Great Atlantic and Pacific Tea Company*, 140 NLRB 1011.

<sup>5</sup> *General Motors Corporation*, 120 NLRB 1215, 1221.

Schnell Tool & Die Corporation, and Salem Stamping & Manufacturing Co., Inc. and United Steelworkers of America, AFL-CIO. Case No. 8-CA-3021. September 6, 1963

### DECISION AND ORDER

On June 19, 1963, Trial Examiner William Seagle 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 attached Intermediate Report. The Trial Examiner also found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint and recommended dismissal of the complaint as to them. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

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 [Members Leedom, Fanning, and Brown].