

the licensor over the employees of the licensees, the Board concluded in *Frostco* that the licensor and the licensees were joint employers and that a storewide unit could be appropriate.

In contrast, S.A.G.E. does not have control over the personnel and labor policies of its licensees that were present in the cited cases. So far as appears from the license agreement, and other evidence, each licensee of S.A.G.E. is free to decide its own labor policies, to conduct its own collective-bargaining negotiations, and to make its own collective-bargaining contracts, free of any interference or control by S.A.G.E.

In the absence of substantial control of labor relations by S.A.G.E., we find that S.A.G.E. and its licensees are not joint employers of the employees of the licensees and that a single storewide unit is therefore inappropriate. As the Petitioner does not seek to represent the employees of licensees in separate units, we shall dismiss the petition.<sup>3</sup>

[The Board dismissed the petition.]

MEMBER BROWN took not part in the consideration of the above Decision and Order.

<sup>3</sup> Although Member Leedom concurs in this result, he does not consider the absence of substantial control of labor relations by S.A.G.E. as the sole or even principal consideration supporting the conclusion that a single storewide unit is inappropriate. Instead he relies on various considerations, as more fully set forth in the dissenting opinion in *Overton Markets, Inc., et al., d/b/a Overton Markets*, 142 NLRB 615, and *Checker Cab Company, etc.*, 141 NLRB 583.

**Electralab Electronics Corporation, Petitioner and International Association of Machinists, AFL-CIO.** *Case No. 21-RM-980.*  
*March 12, 1964*

### 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 Barton W. Robertson. 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 Fanning and Jenkins].

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

1. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

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

3. No question affecting commerce exists concerning the representation of certain 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:

Electralab Electronics Corporation, hereinafter called New Electralab, is engaged in the manufacture of printed circuit boards at its plant in Encinitas, California. It is the successor corporation to Electralab Printed Electronics Corporation, Western Division, hereinafter called Old Electralab. The assets of Old Electralab were sold to New Electralab on or about November 1, 1962. The latter firm continued the operation, retaining the same facilities, equipment, and employees.<sup>1</sup>

On June 5, 1962, some 5 months earlier, the International Association of Machinists (AFL-CIO) was certified as the exclusive bargaining agent for employees of Old Electralab.<sup>2</sup> This certification was amended on December 31, 1962, naming New Electralab as successor Employer.

The instant petition was filed by New Electralab on December 4, 1963.<sup>3</sup> The IAM has moved to dismiss the petition as untimely in view of the circumstances discussed below.

The record shows that Old Electralab dealt with the IAM for approximately 5 months following the June certification and that on or about November 1, 1962, and for approximately 5 months thereafter, New Electralab in effect withdrew exclusive recognition from the IAM. On January 17, 1963, an unfair labor practice charge was filed by the IAM, in Case No. 21-CA-5145, alleging that during the pendency of the motion to amend its certification, New Electralab recognized another union, Employees Association of Electralab Electronics Corporation, as the bargaining representative of its employees. The record further shows that after the issuance of a complaint alleging violations of Section 8(a) (1), (2), and (5) of the Act, the parties executed a settlement stipulation on April 4, 1963. By its terms and subject to Board approval, New Electralab agreed, among other things, to withdraw recognition from, and completely disestablish, the Association, and to bargain collectively with the IAM as the exclusive representative of its employees. On April 19, 1963, the Board approved the settlement stipulation and issued its Decision and Order based thereon. The Court of Appeals for the Ninth Circuit issued a decree enforcing the Board Order on June 24, 1963.

<sup>1</sup> It appears that the vice president and general manager of Old Electralab became president of New Electralab and continued as the individual responsible for the labor relations policies throughout the entire period here involved.

<sup>2</sup> Case No. 21-RC-7758.

<sup>3</sup> An RD petition was filed on August 26, 1963 (Case No. 21-RD-676), and was dismissed by the Regional Director as untimely on September 6. The dismissal was upheld by the Board on October 30.

For more than 7 months following the Board Order, the parties apparently bargained.<sup>4</sup> It is the Employer's position that by Old Electralab's bargaining for 5 months in 1962 and by New Electralab's bargaining for over 7 months in 1963, it has satisfied the requirement of bargaining for a full certification year, and that its RM petition was therefore not premature.

We are not so persuaded. In *Mar-Jac Poultry Company, Inc.*,<sup>5</sup> an employer's refusal to bargain during the certification year caused us to grant to a union a period of "at least one year of actual bargaining" from the date of the settlement agreement. Here, the Employer not only refused to bargain with the IAM during the certification year but also recognized another union as the bargaining agent of its employees. Furthermore, we are not satisfied on this record that either Old or New Electralab bargained in good faith at any time prior to April 19, 1963, when the Board approved the settlement stipulation. Under the circumstances, we find that IAM is entitled to at least 1 year of actual bargaining from that date. The instant petition is therefore untimely and we shall dismiss it.

[The Board dismissed the petition.]

<sup>4</sup> Testimony taken at the hearing, held on December 19, 1963, reveals that the parties held their first postsettlement meeting on April 29 and bargained through November, at which time they reached an impasse in negotiations.

<sup>5</sup> 136 NLRB 785.

**Greenacres, Inc., d/b/a Woodland Hills Country Club and Miscellaneous Warehousemen, Drivers & Helpers, Local 986, I.B.T.C.W. & H. of A., Petitioner. Case No. 21-RC-8739. March 12, 1964**

#### 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 Howard Fabrick. 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 [Members Leedom, Fanning, and Brown].

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

1. The Employer operates a private golf and country club in Woodland Hills, California. It furnishes recreational facilities in the form of a golf course and a swimming pool to its members and their guests. It also sells food and beverages to its members and guests, operating for that purpose a restaurant, dining room, and bar. It does not, however, maintain or operate any housing facilities.