

(7) Sometime in September strikers John Cutliffe and George Beaton met with Ginn and the Brunswick terminal manager, and asked if they could have their jobs back. According to Cutliffe, they were told by Ginn that they "could come in off the picket line anytime" they "wanted to and go to work, providing there was work available." "Then we asked him," Cutliffe said, "if chances of us coming back to work after the strike was over would be jeopardized by being on strike. He said, 'no, it wouldn't.'"

(8) Later the same day Cutliffe and Beaton, in company with strikers Kenneth and Roland Eldridge, went to the Brunswick terminal to see Ginn. Both Eldridges were told that their jobs had been filled, but were promised work if these replacements did not "work out." Thereafter both Eldridges were offered, in writing, re-employment. Both refused. Cutliffe was also offered his job later, but according to his own testimony he told the terminal manager that he would not go back until the strike was over.

#### G. *The issue of promised and granted benefits*

General Counsel alleges that the Respondent offered and granted benefits in order to induce strikers to return to work.

The Trial Examiner finds no credible evidence in the record to support this allegation. Although, as noted, Terminal Manager Pedro did on August 16 suggest that Ginn might make a higher wage offer, the suggestion was repudiated by Ginn later.

#### H. *Final conclusions*

Upon the foregoing findings of fact, and upon the entire record in the case, the Trial Examiner concludes and finds that the preponderance of evidence does not sustain the allegations of the complaint. It is concluded that the Respondent has not engaged in unfair labor practices in violation of Section 8(a)(1), (3), and (5) of the Act.

#### RECOMMENDATION

Upon the foregoing findings of fact and conclusions of law, and upon the entire record in the case, the Trial Examiner recommends that the complaint be dismissed in its entirety.

#### APPENDIX A

Sidney Ames  
Howard M. Flewelling  
Roy Flewelling  
Wallace Johnson  
Moses Neptune  
Thomas Thibodeau  
Richard Wright  
Kenneth Eldridge

Roland Eldridge  
Donald Smith  
Carroll Grindle  
Raymond Manley  
John Cutliffe  
Charles Separk  
Robert Coupe  
Robert Higgins

George Beaulieu  
Wallace Douglas  
Norman Hooper  
Charles Miller  
Reginald Langlais  
Edwin Young  
Lucien Bourgoin  
Charles Sawyer

Welsh Co. and International Brotherhood of Firemen, Oilers, Maintenance, and Production Employees, Local No. 6, AFL-CIO, Petitioner. *Case No. 14-RC-4678. April 7, 1964*

#### DECISION ON REVIEW AND DIRECTION OF ELECTION

On October 21, 1963, the Regional Director for the Fourteenth Region issued a Decision and Order in the above-entitled proceeding in which he found the proposed unit too narrow in scope and dismissed the petition. Thereafter, pursuant to Section 102.67 of the Board's Rules and Regulations, as amended, the Petitioner filed with the Board a timely request for review of such Decision and Order on the grounds

that, in the circumstances of this case, the requested unit, limited to a single plant, is appropriate.

On December 5, 1963, the Board by telegraphic order granted the request for review. Thereafter, the Petitioner filed a brief in support of its unit contention, and the Employer filed a brief in support of the Regional Director's Decision and Order.

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 Leedom and Fanning].

The Board has considered the entire record with respect to the Regional Director's determinations under review, and the opposition thereto, and makes the following findings:

The Petitioner and the Intervenor<sup>1</sup> seek to represent a unit of production and maintenance employees at the Employer's Trenton, Illinois, plant. The Employer contends that the Trenton plant is in fact a department of its St. Louis, Missouri, plant, with which it is functionally integrated to a high degree and that the only appropriate unit should include both the Trenton and the St. Louis employees. The Regional Director, in accord with the Employer's position, found that only the two-plant unit is appropriate. There is no history of collective bargaining covering the employees involved.<sup>2</sup>

The Employer manufactures baby carriages and related items at the St. Louis and Trenton plants involved, as well as at plants in California, Alabama, and North Carolina. The two plants are operated by separate corporate entities, which are wholly owned subsidiaries of the St. Louis parent company, Welsh Co. of Missouri. Various parts of the Employer's finished products are made of tubing, which is bent, pressed, and formed at the Trenton plant, and thereafter picked up by a subcontractor who performs plating work thereon at Granite City, Illinois, after which it is delivered to the St. Louis plant for assembly. In addition to performing tubing work for St. Louis, the Trenton plant does tubing work for plants in Alabama and California, which utilize about 5 percent of its output. Prior to July 1, 1963, the tubing department was located at the St. Louis plant and employed approximately 12 to 14 employees. On that date it was relocated at Trenton, 33 miles from St. Louis. Four key employees were transferred to Trenton at that time to start the tubing operation there. About 21 additional employees were hired at Trenton for that operation. Since the commencement of production at Trenton, virtually no tubing work has been performed at St. Louis.<sup>3</sup> A build-

<sup>1</sup> Upholsters International Union of North America, Local No. 25, AFL-CIO, intervened on the basis of a current showing of interest.

<sup>2</sup> The election conducted at the St. Louis plant on February 26, 1962, in Case No. 14-RC-4412, prior to the establishment of the Trenton plant, resulted in no certification of representative.

<sup>3</sup> One employee at St. Louis spends about 5 percent of his time in the bending, pressing, and forming of tubing.

ing is now under construction at the Trenton plant which will provide quarters for about 25 to 28 employees who will perform the plating work now done by a subcontractor.

The Trenton plant which, unlike St. Louis, operates on a two-shift basis, is under a plant foreman, with a supervisor in charge of the night shift. The plant foreman, who has authority to hire and discharge employees, is in complete charge of day-to-day plant operations and reports to a corporate officer at the St. Louis main office who exercises general supervisory authority over all plants operated by subsidiaries of the parent corporation. The Trenton employees live in that city and in other nearby Illinois communities which are located as far as 50 miles from the St. Louis plant. Maintenance at the Trenton plant is performed by a maintenance man stationed there who is assisted, when the necessity arises, by one or two maintenance men from the St. Louis plant. Contrary to the findings of the Regional Director that the basic wage rates and fringe benefits are the same in both plants, the record reveals that the wages of the factory employees at St. Louis, unlike those at Trenton, are subject to piece rates. All labor relations policies are controlled by the personnel manager at St. Louis. All other management and administrative functions, including the maintenance of personnel records and accounts, as well as the preparation of payroll checks for employees at all plants, are likewise centralized in the St. Louis main office.

A single-plant unit is presumptively appropriate, unless the employees at such plant have been merged into a more comprehensive unit by bargaining history, or the plant has been so integrated with the employees in another plant as to cause their single-plant unit to lose its separate identity. The facts here do not reveal such a degree of integration or merger of the two operations as would require our rejection of the requests for a separate single-plant unit.

In view of the foregoing and on the basis of the entire record, including the geographic separation of the Trenton plant from the St. Louis plant; the substantial authority of the Trenton plant foreman; the lack of substantial interchange or transfer of employees; the absence of any bargaining history for the employees involved; and the fact that no labor organization is seeking to represent a more comprehensive unit, we find that the requested single-plant unit confined to the Trenton plant is appropriate.<sup>4</sup>

Accordingly, we find, contrary to the Regional Director, that a question affecting commerce exists herein 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, and that the following employees of the Employer constitute a unit appropriate

<sup>4</sup> See *Dixie Belle Mills, Inc., etc.*, 139 NLRB 629; cf. *Sav-On Drugs, Inc.*, 138 NLRB 1032.

for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All production and maintenance employees at the Employer's Trenton, Illinois, plant, excluding office clerical employees, professional employees, guards, and all supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

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**United Dairy Workers, Local No. 83, Retail, Wholesale and Department Store Union, AFL-CIO [Sealtest Foods Division, National Dairy Products Corporation] and Arthur Elias.**  
*Case No. 7-CC-221. April 8, 1964*

### DECISION AND ORDER

On June 18, 1963, Trial Examiner Alba B. Martin issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had not engaged in the unfair labor practices alleged in the complaint, and recommending that the complaint be dismissed in its entirety, as set forth in the attached Intermediate Report. Thereafter, exceptions and briefs were filed by the General Counsel and the Charging Party. A brief in support of the Intermediate Report was filed by the Respondent.

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 briefs, and the entire record, and adopts the findings, conclusions, and recommendations of the Trial Examiner.<sup>1</sup>

[The Board dismissed the complaint.]

**MEMBER LEEDOM, dissenting:**

I disagree with my colleagues' conclusion that the complaint in this proceeding should be dismissed.

The issue herein is whether an object of the Respondent's conduct is one proscribed by Section 8(b) (4) (B) of the Act. If so, the Respondent's violation is clear.

Sealtest sells and distributes milk and other products through its own employees and through independent distributors. Sealtest's employees are represented by the Respondent. Most of Sealtest's sales

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<sup>1</sup> Contrary to our dissenting colleague, we find in agreement with the Trial Examiner that the record clearly shows Respondent's conduct was lawful primary activity which had as its purpose the protection of unit work. See the majority opinion in *Milk Wagon Drivers, etc., et al. (Drive-Thru Dairy, Inc.)*, 145 NLRB 445.