

APPENDIX

NOTICE TO ALL EMPLOYEES

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

WE WILL NOT discourage membership or activities on behalf of Local Union No. 1682, Chartered by United Brotherhood of Carpenters and Joiners of America, AFL-CIO, or any other labor organization, by discriminating in any manner with regard to hire, or any term or condition of employment, except as authorized by Section 8(a) (3) of the Act.

WE WILL offer to Floyd Dunkum and Billy Joe Rogers immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority or other rights and privileges and will make each whole for any loss of earnings suffered as a result of the discrimination against them.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form a labor organization, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing or to engage in concerted activities for the purpose of collective bargaining, or other mutual aid or protection, or to refrain from any or all such activities.

All our employees are free to become or remain, or to refrain from becoming or remaining, members of any labor organization. We will not discriminate in regard to hire or tenure of employment, against any employee because of membership in, or activity on behalf of, any labor organization.

RICHMOND LUMBER AND BUILDING SUPPLY COMPANY,
Employer.

Dated _____ By _____
(Representative) (Title)

NOTE.—We will notify the above-named employees, if presently serving in the Armed Forces of the United States, of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

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.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, Sixth Floor, 707 North Calvert Street, Baltimore, Maryland, Telephone No. 752-2159.

Fox Company and Metal Polishers, Buffers, Platers & Helpers International Union, Local 68, AFL-CIO, Petitioner, and District Lodge #34 of the International Association of Machinists and Aerospace Workers, AFL-CIO, Party to a Contract. Case No. 9-UC-6. April 22, 1966

DECISION AND ORDER

Upon a petition duly filed under Section 9(b) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Mark Fox. All parties appeared at the hearing and were given full opportunity to participate therein. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Petitioner and the Employer have filed briefs in support of their respective positions.

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

Upon the entire record in this case, including the briefs filed herein, the Board finds:

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

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

3. The Employer has a plant in Cincinnati, Ohio, where it is engaged in the manufacture of decorative ornaments and name plates. It also has a wholly owned subsidiary, Bright-O, Inc., which manufactures decorative moldings and trim for the automobile and appliance industries at a plant in Hamilton, Ohio.

Since 1937 the Employer has recognized the Petitioner as the bargaining representative of the production employees in the polishing, plating, vitreous enamel, and paint departments of the Cincinnati plant; other production employees in the plant are represented by other unions. In 1962, following an election, the Board certified District Lodge #34 of the International Association of Machinists, AFL-CIO, as the bargaining representative of all Bright-O plant production and maintenance employees, including metal polishers, buffers, and their helpers. The Employer and the IAM have been parties to successive collective-bargaining contracts, the most recent of which was effective on May 11, 1965, for employees in the certified unit.

When the Employer acquired Bright-O, Inc., in 1960, the latter's plant was located in Fairfield, Ohio. In the summer of 1965, operations of this plant were transferred to a newly constructed plant in Hamilton, Ohio, about 20 miles from Cincinnati. In July 1964 and April 1965, the Employer wrote letters to the Petitioner indicating that it was considering "subcontracting" some or all of the painting work then being performed in Cincinnati to the Bright-O plant under construction in Hamilton. However, none of this "subcontracting" has in fact occurred. As a result of these letters, Petitioner, during the course of collective-bargaining negotiations in August 1965, proposed a modification in the existing contract-coverage clause so as to include not only employees engaged in the polishing, buffing, plating, vitreous enamel, and paint departments of the Cincinnati plant, but also similarly situated employees in any Employer plant within 50 miles of the Cincinnati plant, including specifically employees in the Bright-O plant in Hamilton. Although the Employer assured the

Petitioner that it no longer intended to transfer any of the Cincinnati plant operations to the Hamilton plant of Bright-O, and although the Employer has no plants other than the two specifically named, the Petitioner has adamantly insisted on the expanded-coverage clause. In the present petition, the Petitioner seeks clarification of its existing contract unit so as to include employees within its jurisdiction at the Bright-O plant.

In the *Standard Oil* case,¹ the Board said:

Clarification of a certification or amendment of a unit description may be in order where a new employee classification has been created, or an employer's operations have been expanded subsequent to a certification, and the employees involved are normal accretions to the certified unit.

The Bright-O employees whom Petitioner seeks to add to its existing unit at the Employer's Cincinnati plant are, and have been since the Employer's acquisition of Bright-O in 1960, an integral part of the production staff at Bright-O; they were included in the production and maintenance unit of Bright-O employees at the time of the election and certification in 1962; and they have been included in the coverage of the successive collective-bargaining contracts between the Employer and the IAM for the certified unit of Bright-O employees both before and after the move to the Hamilton plant. As stated above, the Hamilton plant is 20 miles from the Employer's Cincinnati plant. Under these circumstances, we find that none of the Bright-O plant employees are an accretion to the unit of employees represented by the Petitioner at the Employer's Cincinnati plant. Accordingly, we hereby deny and shall dismiss the petition for clarification.

[The Board ordered the petition dismissed.]

¹ *The Standard Oil Company (Ohio)*, 146 NLRB 1189.

Preston Products Company, Inc. and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO. Cases Nos. 7-CA-4726 and 7-RC-6197. April 22, 1966

DECISION AND ORDER

On November 15, 1965, Trial Examiner Stanley N. Ohlbaum issued his Decision in the above-entitled proceeding, finding that Respondent had engaged in and was engaging in certain unfair labor practices. 158 NLRB No. 35.