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, 312 North Spring Street, Los Angeles, California, Telephone 688–5840, if they have any questions concerning this notice or compliance with its provisions.

Pullman Industries, Inc., Employer-Petitioner *and* International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL–CIO, Petitioner and Pullman Metal Workers Union, Intervenor. *Cases 7–RM–566, 567, and 7–RC–7105. June 16, 1966*

DECISION, ORDER, AND DIRECTION OF ELECTION

Upon separate petitions duly filed under Section 9(c) of the National Labor Relations Act, as amended, a consolidated hearing was held before Hearing Officer Joseph B. Bixler. 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 National Labor Relations Board has delegated its powers in connection with these cases to a three-member panel [Chairman McCulloch and Members Brown and Zagoria].

Upon the entire record in these cases, including the brief filed by the Employer-Petitioner,[1] 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.[2]

3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act.

In Case 7–RC–7105, the Petitioner seeks to represent a unit of production and maintenance employees at the Employer's South Haven, Michigan, plant. The Employer and the Intervenor contend that these employees are an accretion to the unit of employees at the Employer's Pullman, Michigan, plant, and therefore the petition, filed on November 9, 1965, is barred by the contract, effective from January 12, 1965, until January 12, 1968, between the Employer and the Intervenor covering the Pullman employees. In Case 7–RM–566, the Employer seeks an election in a unit comprising the employees at its Pullman and South Haven plants, and, in Case 7–RM–567, it

[1] The Employer-Petitioner has requested oral argument. This request is hereby denied because the record and the brief adequately present the issues and the position of the parties

[2] Pullman Metal Workers Union, herein called the Intervenor, was permitted to intervene at the hearing on the basis of a claimed contract interest in the employees involved

seeks an election among the employees of its South Haven plant. However, although the Employer has filed these petitions because the Petitioner and the Intervenor have made conflicting claims concerning the representation of its employees, it nevertheless takes the position that its current contract with the Intervenor also constitutes a bar to these petitions, which were filed on November 4, 1965.

The basic facts are as follows. On August 21, 1964, the Intervenor was certified as the bargaining representative of the production and maintenance employees at the Employer's Pullman plant, where the Employer is engaged in the manufacture of aluminum and stainless steel trim and parts for automobiles and trucks. On January 12, 1965, the Employer and the Intervenor entered into a collective-bargaining agreement covering such employees, and containing an arbitration clause effective for a 3-year period.

In April 1965 the Employer opened a new plant in South Haven, Michigan, approximately 18 miles distant from the Pullman plant. In ensuing discussions with the Employer, the Intervenor took the position that it was entitled to recognition as representative of the South Haven employees on the ground that these employees were covered by the Pullman contract. The Employer, relying particularly on the fact that its contract with the Intervenor covered only the Pullman employees, rejected the Intervenor's claim to recognition. After a number of informal meetings, the Intervenor, on October 27, 1965, filed a grievance against the Employer, alleging the Employer's action in refusing to apply the provisions of the contract to the South Haven employees violated the provisions of the contract. The Employer continued to maintain that the contract did not cover the South Haven employees and eventually the dispute was submitted to an arbitrator for decision. The instant petitions were filed on November 4 and 9, 1965. During the hearing in the instant proceeding, an award was handed down by the arbitrator, William Haber, on December 7, 1965, in which he concluded that the contract between the Employer and the Intervenor covered both the Pullman and the South Haven employees.

There are some factors which would tend to support the position that the employees at the South Haven plant are an accretion to the contract unit. Thus, the work of making aluminum and stainless steel trim, now being performed at South Haven, is the same type of work as had previously been done and continues to be done at the Pullman plant; when the South Haven plant opened, supervisors, foremen, and the plant manager were transferred from the Pullman plant, and some of the presses now at the South Haven plant came from the Pullman plant; some parts and pieces are pressed at the Pullman plant and then are transferred to the South Haven plant for anodizing and further work and some of the finished products

at South Haven are routed through the Pullman plant for shipment; and the checks for South Haven employees are made up at the Pullman plant office.

However, in our view, these factors are wholly insufficient to outweigh the other factors present here which establish that the South Haven employees are not an accretion to the contract unit.[3] Thus, all employees working at the South Haven plant were new employees hired at that location. This newly hired South Haven complement of employees has grown since that plant was opened in April 1965 to such an extent that at the time of the hearing it was equal to or greater than the Pullman plant complement of employees. The South Haven plant, which is 18 miles distant from the Pullman plant, is organized as a completely self-sustaining autonomous operation. It contains its own storage and maintenance facilities, its own personnel and management office, and all the facilities and equipment, including punch presses, rolling machines, and conveyor systems, necessary for the complete processing of its products. The South Haven employees report only to the South Haven plant where they are paid, they do not interchange with Pullman employees, and they are separately supervised by the various department heads at the South Haven plant.

The Pullman agreement on its face covers neither employees working at the South Haven plant nor employees to be hired after the execution of the contract in new facilities. In addition, none of the provisions of this contract have been applied to the South Haven employees; South Haven employees have a different pay scale from Pullman employees, they have not been required to pay dues under the contract's union-security clause, and a different grievance procedure is in effect at the South Haven plant.

The Employer contends in effect that even if the Board would otherwise find no accretion, it should give effect to the arbitrator's decision in this proceeding and find a contract bar. The arbitrator here made it clear that he was deciding only "whether the agreement between the parties applies to the South Haven, Michigan, plant, as well as the Pullman, Michigan, plant." Even if we were to give hospitable acceptance to this conclusion, such acceptance would not dispose of the issue facing us here as to whether the employees at South Haven are an accretion to the Pullman contract unit so as to require a conclusion that the current contract bars a petition for an election among the South Haven employees. This is so because, even where a contract expressly covers employees to be hired after the execution of the contract at new facilities of the Employer, the Board will nonetheless refuse to find the contract a

[3] *Morgan Transfer and Storage Co., Inc.*, 131 NLRB 1434; *Buy Low Supermarket, Inc.*, 131 NLRB 23.

bar to a petition seeking these employees unless it finds that these employees are an accretion to the contract unit.[4] Here, since the employees of the South Haven plant were not yet employed at the new location when the agreement covering the Pullman plant was entered into, and as we have found that these employees are not an accretion to the contract unit, we find that the contract does not bar the petitions in Cases 7–RM–567 and 7–RM–7105. However, since in Case 7–RM–566 the Employer seeks an election among the Pullman plant employees as well as those at South Haven, and since this petition insofar as it seeks Pullman employees is untimely filed with respect to the existing contract, we shall dismiss this petition.

4. The Petitioner seeks a unit of production and maintenance employees of the Employer at the South Haven plant. The Employer and the Intervenor contend that the employees at the South Haven plant do not constitute a separate appropriate unit, and the Intervenor seeks to represent these employees in a single unit with the employees at the Pullman plant.

As noted, the South Haven plant is 18 miles from the Pullman plant and the South Haven employees have separate immediate supervision, do not interchange with South Haven employees, and the new South Haven operation of the Employer is largely autonomous. In view of these circumstances, and as a single plant unit is presumptively appropriate,[5] we find that the South Haven employees may constitute a separate appropriate unit, if they so desire. On the other hand, the Pullman and South Haven plants are under the same ultimate supervision, they use the same trucking facilities and raw materials, and, to the extent described above, there is an interchange of work and materials between the two plants. We therefore find that a single unit of South Haven and Pullman employees may also be appropriate. We shall, therefore, make no unit determination with respect to the employees at the South Haven operation at this time, but shall first ascertain the desires of these employees as expressed in the election directed herein.

5. On December 14, 1965, the Intervenor filed charges alleging that the Employer had violated Section 8(a)(1), (2), and (5) of the Act.[6] On December 15, 1965, and January 21, 1966, the Petitioner filed charges against the Employer alleging violations of Section 8(a)(1) and (3).[7] Notwithstanding the pending 8(a)(1) and (3) charges, the Petitioner has requested that the Board proceed to an immediate election in the instant case. The Board's normal practice is not to proceed to an election while 8(a)(2) and (5)

[4] *Masters-Lake Success Inc.*, 124 NLRB 580, enfd. as modified 287 F.2d 35 (C.A. 2); *The Kroger Company*, 155 NLRB 546; see *General Extrusion Company, Inc.*, 121 NLRB 1165.

[5] *Dixie Belle Mills, Inc.*, 139 NLRB 629.

[6] Case 7–CA–5411.

[7] Cases 7–CA–5411(2) and 7–CA–5411(3).

charges are pending. However, the Intervenor has indicated its wish to proceed with an election despite the pendency of these charges, and the Employer's alleged violation of Section 8(a)(5) is related to the unresolved question concerning representation of the Employer's South Haven employees. Further, the Employer's alleged violation of Section 8(a)(2) relates to its alleged establishment of and collective bargaining with a "committee" on behalf of the South Haven employees. As the "committee" has not intervened in the instant proceeding, any certification which the Board might issue herein would not be affected by the pending 8(a)(2) proceedings.[8] In view of the foregoing, we find that the direction of an immediate election at this time will effectuate the policies of the Act.[9]

We shall direct an election among the following employees:[10]

All production and maintenance employees and truckdrivers of the Employer's South Haven, Michigan, plant, excluding all office clerical, plant clerical, and professional employees, guards, and supervisors as defined in the Act.

If the majority of the employees in the above-described voting group cast their ballots for the Petitioner, they will be taken to have indicated their desire to constitute a separate appropriate unit and the Regional Director is instructed to issue a certification of representative to the Petitioner for this unit, which the Board, under the circumstances, finds to be appropriate for purposes of collective bargaining. If the majority of the employees in the voting group cast their ballots for the Intervenor, they will be taken to have indicated their desire to be included in the existing unit currently represented by the Intervenor and the Regional Director will issue a certification of results of election to that effect. If the majority of the employees in the voting group cast their ballots for neither labor organization, they will be taken to have indicated their desire to be unrepresented by any labor organization appearing on the ballot and the Regional Director will issue a certification of results of election to that effect.

IT IS HEREBY ORDERED that the Petition in Case 7–RM–566, filed on November 4, 1965, be, and it hereby is, dismissed.

[Text of Direction of Election omitted from publication.][11]

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[8] Cf. *Marston Corporation*, 120 NLRB 76.

[9] *Marston Corporation, supra; Carlson Furniture Industries, Inc*, 157 NLRB 851.

[10] The parties otherwise agree as to the composition of the unit.

[11] An election eligibility list, containing the names and addresses of all the eligible voters, must be filed by the Employer with the Regional Director for Region 7 within 7 days after the date of this Decision, Order, and Direction of Election. The Regional Director shall make the list available to all parties to the election. No extension of time to file this list shall be granted by the Regional Director except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. *Excelsior Underwear Inc.*, 156 NLRB 1236.