

Drexel Enterprises, Inc. and Southern Council of Lumber and Plywood Workers, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Petitioner. Case 11-RC-3013

December 16, 1969

DECISION AND DIRECTION OF ELECTION

BY MEMBERS FANNING, BROWN, AND ZAGORIA

Upon a petition filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Guy F. Driver, Jr. Following the hearing and pursuant to Section 102.67 of the National Labor Relations Board Rules and Regulations and Statement of Procedure, Series 8, as amended, and by direction of the Regional Director for Region 11, this case was transferred to the National Labor Relations Board for decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the Hearing Officer's rulings made at the hearing and finds that they are free from prejudicial error. They 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, 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. A question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act.

The Employer operates approximately 24 furniture manufacturing plants within the State of North Carolina. The Petitioner seeks a multiplant unit, as amended at the hearing, consisting of all production and maintenance employees and yard employees including local truckdrivers and installation men employed by Drexel Enterprises, Inc., in its furniture plants in the State of North Carolina, exclusive of all office clerical employees, technical employees, professional employees, guards and supervisors as defined in the Act. The Employer contends that the multiplant unit sought is inappropriate¹ on the grounds that the plants are geographically separated, there is little interchange of employees between the plants, there is no integration of operations, and the plants are nearly autonomous. The Employer also contends that the over-the-road truckdrivers are improperly excluded from the proposed unit.

The factors cited by the Employer in support of its argument against the proposed unit tend to establish that single-plant units would be appropriate. However, the fact that one type of unit may be appropriate does not preclude a finding that a different unit including all or some of the same employees is also appropriate.² Here, the following factors tend to establish that a multiplant unit is appropriate: All of the plants are included within the same State; they are all under the same corporate direction; all of the fringe benefits are uniform³ and established at corporate headquarters; and all billing and order placement is done at corporate headquarters.⁴ After careful consideration of these factors and of the entire record we conclude that a multiplant unit is appropriate.⁵

There remains for consideration the unit placement of the 12 *over-the-road drivers*. The Petitioner seeks to exclude these employees from the unit while the Employer contends that they should be included. These drivers haul directly from the plant to customers who are located in 25 States. They spend very little of their time doing production work and have little contact with the remaining employees in the unit. They are paid by the mile instead of on the hourly basis used to compensate the production and maintenance employees. Under these circumstances we find that the over-the-road truckdrivers should be excluded from the proposed unit.⁶

Accordingly, we find that the following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All production and maintenance employees and yard employees including local truckdrivers and installation men employed by Drexel Enterprises, Inc., in its furniture plants in the State of North

¹The Employer also contends that it has a collective-bargaining agreement with the Furniture Workers Division of the United Brotherhood of Carpenters and Joiners covering its plant No 10 located in Black Mountain, North Carolina, and that this agreement constitutes a bar to an election at the plant. This plant was acquired from the Morgan Manufacturing Co., Inc., on October 4, 1969. At that time the Employer assumed the contract between Morgan and the Furniture Workers Division of the Carpenters covering the production and maintenance employees at this plant. The contract is for a 3-year period expiring June 30, 1971. We find that this contract constitutes a bar to an election in this plant *Deluxe Metal Furniture Company*, 121 NLRB 995. Accordingly, our further consideration does not include this plant.

²In *Drexel Furniture Company*, 116 NLRB 1434, we found that one of the plants involved herein constituted an appropriate single-plant unit as against Employer's contention in that case that only a multiplant unit was appropriate. In doing so, we stated that, although certain factors favored the Employer's position, they were not so compelling as to require our holding that no other unit is appropriate.

³The only exception is the plant in Asheville acquired in August 1969. The Employer has, pending study, maintained the fringe benefits existing at the time of acquisition.

⁴With the exception of the Heritage and Southern Desk plants.

⁵The fact that the plants possess substantial operational autonomy and that there is little employee interchange among them does not in view of the other relevant factors supporting the Petitioner's requested unit require a finding that the multiplant unit is inappropriate.

⁶*E. H. Koester Bakery Co., Inc.*, 136 NLRB 1006, 1008-1013.

Carolina, exclusive of the employees of Plant No. 10, Black Mountain, North Carolina, and exclusive of all office clerical employees, over-the-road truckdrivers, technical employees, professional employees, guards and supervisors as defined in the Act.

[Direction of Election⁷ omitted from publication.]

⁷In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all

parties to the election should have access to a list of voters and their addresses which may be used to communicate with them *Excelsior Underwear Inc.*, 156 NLRB 1236, *N L R. B v Wyman-Gordon Companv.*, 394 U S 759 Accordingly, it is hereby directed that 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 11 within 7 days of the date of this Decision 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.