

PPG Industries, Inc. (Auto Glass Center) and Glaziers, Glass Workers And Bevelers Local Union No. 1433, affiliated with Painters and Allied Trades of America, AFL-CIO. Case 16-UC-41

August 21, 1970

DECISION AND ORDER CLARIFYING UNIT

BY MEMBERS FANNING, MCCULLOCH, AND BROWN

Upon a petition jointly filed by the Union and the Employer under Section 9(b) of the National Labor Relations Act, as amended, a hearing was held on February 10, 1970, before Hearing Officer Paul F. Cleveland. On February 16, 1970, the Regional Director for Region 16 issued an Order transferring the case to the National Labor Relations Board. Thereafter, briefs were timely filed by the Petitioners.

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.

The Board has reviewed the Hearing Officer's rulings made at the hearing and finds that they are free from prejudicial error. The rulings 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 Union is a labor organization within the meaning of the Act.

3. In April 1959, the Union was certified by the Board as the bargaining representative in a multiemployer unit of employees performing work under the jurisdiction of the outside glaziers' working agreement, which includes outside glaziers employed by the Employer at its Branch Warehouse located at 301 Archer Street, Tulsa, Oklahoma.¹ By their joint petition here, the parties ask the Board to determine whether the "hackout" man employed at PPG Industries' Auto Glass Center located at 1301 Third Street, Tulsa, should be included in the previously certified multiemployer unit of outside glaziers.

The Employer's Branch Warehouse is engaged in the sale of flat glass at both retail and wholesale, and in conjunction with this operation it employs inside glass workers who do fabrication work in the

shop and outside glaziers who perform installation work on existing and new residential and commercial buildings. Approximately 17 employees at the Branch Warehouse, including a manager, clerical and sales employees, two drivers, two inside glass workers, and four outside glaziers. Both the outside glaziers and the inside glass workers are represented by the Union under separate bargaining agreements between the Union and the multiemployer association of which the Employer is a part.

In July 1966 PPG Industries opened the Auto Glass Center at a location approximately 1 mile from the Branch Warehouse. The employees for this facility were newly hired and the complement currently consists of a manager, a secretary-sales clerk, two auto glass installers and the "hackout" man whose unit placement is here in dispute. The Auto Glass Center is essentially engaged in the sale and replacement of auto glass, but it also performs the functions of replacing glass in existing commercial and residential buildings and some new residential and commercial glazing.

Both the Branch Warehouse and the Auto Glass Center are under the administrative jurisdiction of the Dallas Branch of PPG Industries' Glass Division, Contract and Supply Department, and the manager at each location is accountable to the district manager for the Dallas Branch. However, subject to such accountability to the district manager, the managers at the two locations have considerable autonomy in managing the day-to-day operations at their respective locations. Each manager is responsible for ordering and pricing merchandise, maintaining inventory, and directing the work force. The manager of the Auto Glass Center, like his counterpart at the Branch Warehouse, has authority over personnel matters, including the authority to hire and discharge and otherwise regulate the terms and conditions of employment of those assigned to the center. Each location utilizes separate profit and loss statements, which are submitted monthly to the district manager. There is no history of transfer or interchange between the employees at the two locations. Although the Auto Glass Center does purchase some of its glass from the Branch Warehouse, it is billed by the warehouse on the same basis as other commercial customers.

As to the "hackout" man employed at the Auto Glass Center, he performs a variety of duties including glazing work, picking up raw material from suppliers, delivering products to customers, installing auto glass, and driving customers' cars to and from the center. The record reveals that the "hackout" man spends from 20 to 30 percent of his work time on nonglazing work, and the remainder of his time is devoted to the replacement or installation of new glass for residen-

¹ Case 16-RC-2486, unreported in the bound volumes of the Board's decisions. On the same date the Union was also certified for a multiemployer unit of employees performing work within the jurisdiction of the inside glass workers' agreement which also includes inside glass workers at the Employer's Branch Warehouse. Case 16-RC-2485.

tial and commercial customers. Because the "hackout" man works alone his glazing work is limited to small jobs. Although the "hackout" man makes frequent trips to the Branch Warehouse for the purpose of picking up materials and supplies, his contacts with the employees at that location are limited to these occasions, and the manager of the Auto Center is solely responsible for his supervision. At the present time, pursuant to an agreement reached by the Employer and the Union as a condition of submission of this petition, the "hackout" man is paid the wage scales provided in the bargaining agreements applicable to the employees at the Branch Warehouse. As to other employment benefits, the "hackout" man enjoys some that are equal or superior to those in the contracts, and others that the warehouse employees do not share.

Although there is a similarity in some of the work performed at the two locations, we find that the Auto Glass Center, or more particularly the classification of "hackout" man employed at that location, does not constitute an accretion to the existing multi-employer unit. The Auto Glass Center is an essentially autonomous economic unit and the manager at that location has considerable authority over its opera-

tions, particularly with respect to personnel matters and working conditions, which he exercises without reference to his counterpart at the Branch Warehouse. There is no interchange between the employees assigned to the two locations, the opportunities for contact between the two groups of employees are limited, and there is a variation in the terms and conditions of employment enjoyed by the "hackout" man as compared to those accorded the employees at the Branch Warehouse.² Accordingly, based on all the facts, we conclude that the "hackout" man sought has interests separate from those of the employees in the existing unit, and we shall dismiss the petition.

ORDER

It is hereby ordered that the petition herein be, and it hereby is, dismissed.

² *Super Valu Stores, Inc and K's Super Valu of Peoria, Inc*, 177 NLRB No 63, *Patterson-Sargent Division of Textron, Inc*, 173 NLRB No 203, and *Beacon Photo Service, Inc.*, 163 NLRB 706