

**Clohecy Collision, Inc. and Joseph R. O'Neill,  
Petitioner and Mechanics' Motor City Lodge No.  
698, International Association of Machinists and  
Aerospace Workers, AFL-CIO. Case 7-RD-807.**

June 12, 1969

DECISION AND DIRECTION OF ELECTION

BY CHAIRMAN McCULLOCH AND MEMBERS  
BROWN AND JENKINS

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before National Labor Relations Board Hearing Officer Lucian J. Henry on February 18, 1969. By direction of the Regional Director, the Hearing Officer issued an Order transferring this case to the Board for decision. Thereafter, the Petitioner filed a brief.

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, including the brief filed by the Petitioner, 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 Petitioner, an employee of Clohecy Collision, Inc., hereinafter called Collision, asserts that the Union, a labor organization, is no longer the bargaining representative, as defined in Section 9(a) of the Act, of the employees designated in the petition.

3. The Petitioner seeks to decertify the Union as the representative of the estimators, painters, bumpers, parts drivers, and porters employed by Collision at its body shop in Redford Township, Michigan. The Union, on the other hand, contends that the petition should be dismissed because the unit sought is not coextensive with the existing certified bargaining unit, and therefore, is not appropriate for decertification.

In 1954 Clohecy Pontiac, Inc., herein called Pontiac, opened business in Detroit as an automobile dealership and repair garage. The stock of Pontiac is owned 74 percent by Tom Clohecy, 25 percent by Arthur Moran, and 1 percent by Pat Moran. Pontiac employs mechanics and porters. In 1959, Clohecy Collision, Inc., herein called Collision, opened a body repair and paint shop at a location 4 to 5 miles distant from Pontiac. This shop employs body workers and painters, and the stock is owned 50 percent by Tom Clohecy and 50 percent by Arthur Moran. Clohecy and Moran serve

as members of the Board of Directors of both corporations, but each corporation has a third board member. Although engaged in separate enterprises, the two corporations do business with each other in arm's length transactions. Approximately 80 percent of the business performed by Collision comes off the street and the remaining 20 percent is performed for Pontiac. Supervision of the employees in the two shops is separate, the corporations are separately managed, and except for occasional deliveries by porters from one shop to the other, there is no interchange between the two groups of employees. Each shop has its own steward, and the employees of Collision are paid on a commission basis while those at Pontiac are compensated on a flat-rate basis. Collision does avail itself of the office machinery of Pontiac for payroll purposes, but it also reimburses Pontiac for this service.

On April 21, 1967, the Regional Director for Region 7 issued a Decision and Direction of Election in Case 7-RC-7950,<sup>1</sup> in which he found appropriate a unit consisting of the employees of both Pontiac and Collision.<sup>2</sup> The multiplant unit found appropriate by the Regional Director was in accord with a stipulation of the parties, and no contention was made by any party for separate units, even though at that time Pontiac and Collision were separate corporations, occupied separate locations, and were engaged in different phases of the automobile repair business. On May 29, 1967, following an election, the Union was certified as the collective-bargaining agent of the employees in the multiplant unit.

The parties commenced contract negotiations in July or August 1967. During the course of the second bargaining session, the Employer's counsel suggested that, in view of the separate corporations involved, the bargaining should be limited initially to Pontiac, and upon completion of this contract, bargaining for Collision be undertaken. The IAM representative agreed. The bargaining then resumed for Pontiac alone, and continued until the end of December. This was followed by two bargaining sessions relating to Collision. On February 20, 1968, the parties entered into a 3-year contract covering the mechanics and other classifications at Pontiac. On April 1, 1968, the parties entered into a 1-year contract covering the bumpers, painters, and other classifications at Collision. The employees of Collision took no part in the negotiations for Pontiac, and vice versa. On January 30, 1969, the

<sup>1</sup>Not published in NLRB volumes.

<sup>2</sup>The unit consists of all Service Department employees employed by the Employer at its Detroit, Michigan, places of business located at 22520 and 22541 Grand River Avenue and 20536 Inkster Road, including mechanics, mechanic apprentices, porters, painters, painter apprentices, bumpers, estimators, parts drivers, dispatchers, trim and glass mechanics, trim and glass mechanic apprentices, new car prep mechanics, new car make-ready men, service salesmen, drivers, parts counter men, and parts apprentices; but excluding car and truck salesmen, office clerical employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

Petitioner filed the instant RD petition, limited to the 11 employees at Collision, and supported by a showing of interest signed by 10 of those employees.

The Board's general rule is that the unit appropriate in a decertification election must be coextensive either with the unit previously certified or with the unit recognized.<sup>3</sup> Here, the Employer, with the Union's acquiescence, is recognizing single-plant units rather than the previously certified multiplant unit. The record reveals that from the outset of the bargaining relationship the Employer and the Union failed to preserve the multiplant concept by undertaking contract negotiations for the employees of Collision separately from negotiations for the employees of *Pontiac*. The separate negotiations resulted in individual contracts of markedly different duration, and containing provisions concerning substantive terms of employment, including wages, hours, and other terms and conditions of employment, which are distinct for the employees of Collision as compared with the contract terms accorded the employees of *Pontiac*. As the unit sought by the Petitioner and currently recognized by contract is a unit appropriate for the purposes of collective bargaining, we find that a question affecting commerce exists concerning the representation of the employees of Clohecy Collision, Inc., within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

4. Having found that an election should be directed in the unit sought by the Petitioner, which is essentially coextensive with the bargaining unit described in the expired contract between the Employer and the Union, we shall direct the election in the following described unit:

All estimators, painters, bumpers, parts drivers, and porters at the shop of Clohecy Collision, Inc., located at 20536 Inkstar, Detroit, Michigan, excluding car and truck salesmen, office clerical employees, professional employees, guards and supervisors as defined in the Act, and all other employees.

[Direction of Election<sup>4</sup> omitted from publication.]

<sup>3</sup>See *Calorator Manufacturing Corp.*, 129 NLRB 704, fn. 3; see also *Arlan's Department Store of Michigan, Inc.*, 131 NLRB 566, fn. 7; cf. *Univac Division of Remington Rand Division of Sperry Rand Corporation*, 137 NLRB 1232.

<sup>4</sup>In 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 Company*, 394 U.S. 759, decided April 23, 1969. 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 7 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.