R.D. # 0015-01
Clifton, NJ

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22

SHOREWOOD PACKAGING CORPORATION Employer-Petitioner	
and	**CASE 22-RM-735**
FOLDING BOX-CORRUGATED BOX AND DISPLAY WORKERS 381, PACE; GRAPHIC COMMUNICATIONS INTERNATIONAL UNION LOCAL 612M; INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO, DISTRICT 15; TEAMSTERS LOCAL 560 Unions	

DECISION AND DIRECTIONS OF ELECTION AND ORDERS

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, herein referred to as the Act, a hearing was held before a hearing officer of the National Labor Relations Board, herein referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding[1], the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

[1] Briefs filed by the parties have been considered.

2. Shorewood Packaging Corporation ("Employer-Petitioner") is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.[2]

3. The labor organizations involved claim to represent certain employees of the Employer.[3]

4. Questions affecting commerce exist concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act for reasons discussed *infra*.

5. The following units are appropriate for the purposes of collective bargaining within the meaning of 9(b) of the Act for reasons discussed *infra*:

1) All full-time and regular part-time production employees employed by the Employer at its Clifton, New Jersey facility, excluding maintenance employees, quality assurance employees, warehouse employees, office clerical employees, professional employees, managerial employees, all other employees, guards and supervisors as defined in the Act.

2) All full-time and regular part-time maintenance employees employed by the Employer at its Clifton, New Jersey facility, excluding production employees, quality assurance employees, warehouse employees, office clerical employees, professional employees, managerial employees, all other employees, guards and supervisors as defined in the Act.

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[2] The Employer is a New York corporation engaged in the manufacture of folding cartons at its Clifton, New Jersey facility, its only facility involved herein.

[3] The parties stipulated, and I find, that Folding Box-Corrugated Box and Display Workers Local 381, PACE ("PACE"), Graphic Communications International Union Local 612M ("GCIU"), International Association of Machinists and Aerospace Workers, AFL-CIO, District 15 ("IAM") and Teamsters Local 560 ("Teamsters") are labor organizations within the meaning of Section 2(5) of the Act.

3) **All full-time and regular part-time quality assurance employees employed by the Employer at its Clifton, New Jersey facility, excluding production employees, maintenance employees, warehouse employees, office clerical employees, professional employees, managerial employees, all other employees, guards and supervisors as defined in the Act.**

4) **All full-time and regular part-time warehouse employees employed by the Employer at its Clifton, New Jersey facility, excluding production employees, quality assurance employees, maintenance employees, office clerical employees, professional employees, managerial employees, all other employees, guards and supervisors as defined in the Act.**

A. The Facts

The record reveals that the Employer is a New York Corporation engaged in the manufacture of folding cartons at its Clifton, New Jersey facility ("Clifton facility") and, until about June 11, 2001, at a facility located in Moonachie, New Jersey ("Moonachie facility"). The Employer ceased its carton manufacturing operation at the Moonachie facility on or about June 11, and began transferring most of that plant's staff and equipment to Clifton.[4] The Employer's lease of the Moonachie facility expires on December 31, 2001. The Employer is currently cleaning up that facility.

The Employer called one witness, Human Resource Director Barbara German ("German"). German testified that the Employer's Moonachie and Clifton facilities were similar operations engaged in the printing, cutting and folding of cartons. Both facilities ran three shifts on similar schedules and employed a production,

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[4] The Clifton facility is approximately 10 to 12 miles from the Moonachie facility.

maintenance and quality assurance ("QA") staff. According to German, the Moonachie operation differed from Clifton in that the production staff could perform stamping processes for manufacturing certain high-end cartons and it used an off-site warehouse for storage and distribution. The Clifton facility has an on-site warehouse and did not maintain a stamping department.[5] German further testified that employees at both facilities were employed in similar classifications and performed similar work functions.

Since 1962, PACE has represented in a single unit all employees at the Employer's Moonachie facility ("PACE unit"), including production, maintenance and QA employees. During that time, the Employer and PACE have been parties to successive collective bargaining agreements. The current agreement is effective for the term October 1, 2000 to March 30, 2002. The record reveals that the Employer transferred 65 production employees,[6] 5 QA employees, and 2 maintenance employees from Moonachie to Clifton. Two PACE-represented maintenance employees have remained in Clifton performing clean up work as of the date of the hearing in this matter. The Employer had not as yet decided whether these two maintenance employees will be transferred to Clifton or be laid off upon the completion of the work in Moonachie. The Employer has continued to apply the terms and conditions of employment as contained in the collective bargaining

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[5] Stamping is now being performed by Moonachie employees at the Clifton facility, using equipment that was relocated from Moonachie to Clifton.

[6] Fourteen of these production employees were laid off or resigned after their transfer to Clifton.

agreement with PACE to the PACE-represented employees who have transferred to Clifton from Moonachie.

Prior to the June 11 move, the Clifton facility employees were divided into three separate units, with the exception of 8 unrepresented QA employees. Each of the three units at Clifton is represented by a different union.

GCIU has represented the production employees since it was certified as their bargaining representative on March 25, 1953 ("GCIU unit"). When the 65 PACE-represented production employees transferred from Moonachie to Clifton, they joined 92 GCIU-represented production employees.

Since 1953, IAM has been the bargaining representative of the maintenance employees ("IAM unit"). When the 2 PACE-represented maintenance employees transferred from Moonachie to Clifton, they joined 6 IAM-represented employees.[7]

Also since 1953, the Teamsters have been the bargaining representative of warehouse employees who work in the Clifton facility's warehouse ("Teamsters unit"). PACE represented no warehouse employees at Moonachie because that facility used an off-site warehouse; therefore, no Moonachie employees joined the 13 Teamsters-represented warehouse employees at Clifton.[8]

Since their respective recognitions, GCIU, IAM and Teamsters have maintained successive collective bargaining agreements with the Employer. The

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[7] As indicated above, two PACE represented maintenance employees have not been transferred to the Clifton facility and the Employer has not made a decision whether these employees will be transferred to Clifton in the future or be laid off.

[8] At the time of the hearing, there were 10 employees in the warehouse unit.

Employer's current contracts with all three unions are effective for the term April 1, 1999 to March 31, 2002.

In summary, since the merger and consolidation of the Employer's operations, it employs at its Clifton facility the following number of employees and their current representation by percentage:

PRODUCTION	51 PACE (36%)	92 GCIU (67%)
MAINTENANCE	2 PACE (25%)	6 IAM (75%)
QA	5 PACE (39%)	8 Unrepresented (61%)
WAREHOUSE	0 PACE	10 Teamsters (100%)

The record reveals that the Employer's production staff is composed of prep, press, stamping, varnish, die room, cut and crease ("C&C") and glue department employees. As noted above, the Moonachie stamping department was relocated to Clifton and placed in a section of the press room. Production employees use various pieces of equipment to perform their functions, including color presses, stampers, C&C presses and glue machines. The production process begins in the prep room, where an image is photographically imposed on a plate. The plate is then sent to the printing department. There, a press is used to print the image from the plate onto paper stock.[9] Two employees operate each stamper, which applies embossed foil in

[9] The Clifton facility is currently running only one color press, even though one additional press was moved there from Moonachie.

patterns or lettering to the stock.[10] Once the stock is printed, it is moved to C&C. Meanwhile, die makers prepare dies by burning an image of the creased carton to be manufactured into wood and inserting instruments into it which cuts the carton along a particular outline. This die is also sent to C&C where it is attached to the C&C press. The printed stock is fed through the C&C press, which cuts and creases it. The stock is then brought to the glue department, sometimes referred to as finishing, and there fed through glue machines that fold and glue the cartons. Glue employees work in crews, which include glue adjusters who configure the glue machine, feeders who feed stock through the machine, catchers who remove stock from the machine and place it in boxes and packers who seal, label and place the boxes on pallets..[11] The boxes of finished stock are then sent to the shipping area.

The Employer's QA employees move through the facility inspecting product samples along the production line to insure that they conform to the customer's order and the Employer's quality standards. Thus, QA employees inspect the plate to insure that the image and colors are correct, inspect the samples as they are fed and removed from the printing presses, C&C presses and glue machines and from boxes of finished stock to insure that they are properly labeled and contain the proper number of cartons. German testified that QA employees perform their work in the various production department rooms. A separate room is also devoted exclusively to QA. In the event a QA employee determines that a product is being manufactured improperly,

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[10] Three stamping machines have been moved from Moonachie to Clifton.

[11] The production staff also includes varnish employees who apply varnish to the cartons.

he/she addresses that problem to the lead production employee, such as the first pressman in the press room or a glue adjuster, not the production employee who may be responsible for the problem.[12]

The maintenance employees employed at Clifton consist primarily of machinists and mechanics who are responsible for keeping all the equipment, including equipment used by the warehouse employees (e.g., forklifts), in good working order. They also repair damaged equipment. Like QA, maintenance has a separate space devoted exclusively to it. The machinists and mechanics spend significant time repairing equipment where it is located in the facility. The maintenance department also includes an IAM represented carpenter and porter. German testified that the carpenter performs functions such as constructing wooden apparatus that assist the production process and painting, while the porter cleans the facility and fills water coolers throughout the plant.

The Employer employs in its warehouse department[13] (i.e., the Teamsters unit) a shipping clerk, receiving clerk, truck driver, bailers and checkers. The shipping and receiving clerks are responsible for preparing documents related to all items going into and out of the facility. The balers are located in the basement of the facility where paper waste produced by the C&C presses is deposited. Balers are responsible

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[12] If the QA employee and lead agree that there is a problem, the lead makes the necessary arrangements to fix it. If the QA employee and lead do not agree that there is a problem, the QA employee can demand that the production process be stopped and the QA Manager and department supervisor be consulted. If the QA manager and department supervisor cannot agree, the QA manager consults the operations manager. Finally, if the matter cannot be resolved, the General Manager will make the decision.

for strapping up that waste to be recycled. Checkers are responsible for loading product onto the trucks to be removed from the facility and for placing pallets of material in certain areas of the plant. The truck driver takes the product to customers. The warehouse shares its shipping and receiving space with the glue department and the checkers work throughout the facility. The truck driver works as a checker when he is not transporting product.

German testified that, since the merger, Clifton and former Moonachie employees perform identical work side by side in their respective departments and work together on integrated crews in the glue department. The stamping, press, varnish and warehouse employees were not integrated, since all PACE represented press and varnish employees resigned or were laid off (some after being transferred to Clifton); PACE did not represent warehouse employees at Moonachie; and the Clifton facility did not have a stamping department before the Moonachie department was moved there.

The Employer's supervision of its current Clifton operation is largely separated by department, while the front line supervisors, except for the QA Manager, Hattie Dubiel ("Dubiel"), report to common management. Thus, Michael Stokes supervises the maintenance employees, Dari Voorhees supervises the warehouse employees, Dubiel supervises the QA department, and Robert Lynch, Bill Klimback and Richard Parker supervise various production departments. All these supervisors, except Dubiel, report to Carl Paladino, the Operations Manager.

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[13] In the record, this department is referred to interchangeably as warehouse, traffic, and shipping and receiving.

Paladino and Dubiel report directly to the Acting General Manager, Ron Botticchio. There is one supervisor, Bob Scott, for all the employees on the night shift.

The evidence indicates that the skills of maintenance employees are not transferable to production or QA employees and that there is no permanent or temporary employee interchange into or out of the maintenance department. The record indicates that production employees have been promoted to QA positions, particularly from the glue department. In Moonachie, QA positions were posted and PACE-represented production employees were given priority in filling those positions. The evidence indicates that at least six Moonachie production employees have been promoted to QA, five of whom are currently employed at Clifton. The evidence indicates that QA and production employees do not fill in for each other on a temporary basis. German testified that a number of employees in production classifications are highly skilled and go through apprentice programs. The mechanics and machinists also appear to go through an apprentice program. QA employees receive on the job training during the course of their first year in that position.

Maintenance employees have work related contact with production employees only when a piece of equipment must be repaired. According to German, under such circumstances, maintenance employees may need the production employee run the equipment to insure that repairs have been completed properly. The record reflects no work related contact between maintenance and QA employees. As discussed above, QA employee contact with production employees is limited to the leads.

Maintenance employees, PACE-represented QA and all production employees punch separate time clocks in their respective departments.[14] The facility contains one cafeteria, one men's locker room and one women's locker room; the record does not establish who uses those facilities or when or how often they are used.

The Employer operates three shifts at the Clifton facility, but the maintenance, varnish, stamping and sometimes the glue departments work only two. The evidence indicates that production, maintenance and QA employees work similar hours on their respective shifts.[15] The hourly wage rates and benefits, including pension and health benefits, of production, maintenance, warehouse and PACE-represented QA employees are governed by the respective collective bargaining agreements and are different. The unrepresented QA employees are paid an annual salary and are covered by a corporate health plan.

B. <u>The Parties' Positions</u>

The Employer-Petitioner contends that it is necessary for the Board to direct an election in an appropriate unit or units to resolve the uncertainty among employees as to who their collective bargaining representative will be after the consolidation of its operations. Except for the existing Teamsters unit, the Employer-Petitioner has not taken a position regarding the appropriate unit or units in which the Board should

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[14] Unrepresented Clifton QA employees do not punch a time clock, but fill out time cards.

[15] Because the Employer is still applying its PACE contract to PACE-represented employees, for the most part, former Moonachie employees and the incumbent Clifton employees work slightly differently schedules. Thus, PACE-represented employees in all departments normally work shifts scheduled at 7:30 a.m. to 3:30 p.m., 3:30 a.m. to 11:30 p.m. and 11:30 p.m. to 7:30 a.m. Clifton employees in all departments normally work

direct elections. The Employer-Petitioner takes the position that there is no question concerning representation regarding the Teamsters unit because no PACE-represented unit employees have transferred into that unit from Moonachie.

At hearing and in their briefs, the unions have taken various positions regarding the existence of question(s) concerning representation, contract bar(s), appropriate unit(s) and accretion(s) of various employees to the unit(s). Thus, PACE seeks an election in a unit of all the Employer's production, maintenance and QA employees, excluding warehouse employees. GCIU asserts that the production unit that it has historically represented is appropriate, that the employees transferred from Moonachie are an accretion to its unit and that its collective bargaining agreement is a bar to an election in this unit. IAM contends that a separate unit of maintenance employees employed at the Clifton facility remains appropriate, that its existing contract with the Employer bars an election in the IAM unit and that Moonachie maintenance employees who transferred to Clifton are an accretion to that unit. The Teamsters contend that its existing warehouse unit is appropriate and that as no other union has made a conflicting claim to represent that unit, there exists no question concerning representation regarding it.

C. Analysis

The Board has addressed issues of accretion and contract bar in situations where an Employer has merged its operations by, for example, transferring union represented employees from one facility where operations have ceased to another

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shifts scheduled at 7:30 a.m. to 4:00 p.m., 4:00 p.m. to 12:30 a.m. and 12:30 a.m. to 7:30 a.m.

facility where similarly situated employees are represented by another union or unions under a different collective bargaining agreement or agreements. In such circumstances, the Board will find an accretion and contract bar only where a relatively small, related operation is included or added to the coverage of a collective bargaining unit involving a larger group of employees. *Hudson Berlind Corp.*, 203 NLRB 421, 422 (1973), enforced, 494 F. 2d 1200 (2nd Cir. 1974); *Massachusetts Electric Co.*, 248 NLRB 155 (1980). In *Martin Marietta Co.*, 270 NLRB 821, 822 (1984), the Board stated:

> When an employer merges two groups of employees who have been historically represented by different unions, a question concerning representation arises, and the Board will not impose a union by applying its accretion policy where neither group of employees is sufficiently predominant to remove the question concerning overall representation. In these circumstances, a contract executed before the merger, covering one of the facilities being merged will not bar an election in the merged operations.

These matters are complicated further when, as in *Massachusetts Electric*, supra, merged bargaining units of equivalent size are not identical in scope. When such units are commingled, "statutory policies will not be effectuated if, through the application of ordinary principles of accretion, a bargaining agent is imposed on either unit of the newly integrated operation found appropriate." *Massachusetts Electric*, supra at 157. Turning to the raw numbers, in *Martin Marietta*, supra, the Board found that a question concerning representation was raised when one of the represented groups to be merged composed 63% of the merged workforce. In *National Carloading*, 167 NLRB 801 (1967), the Board found that 62.9% of the merged unit

was not adequate to preclude a question concerning representation. See also, *Boston Gas Co.,* 221 NLRB 628, 629 (1975).

The Board has been less reluctant to accrete unrepresented employees to an equivalent sized bargaining unit of represented employees when the Employer merges its operations. *J.S. Simplot Co.,* 311 NLRB 572 (1993). In such circumstances, the Board will find an accretion where the represented bargaining unit employees merely outnumber the unrepresented employees and share a community of interests with them. *Innovative Communications Corp.*, 333 NLRB No. 86 (Mar. 23, 2001); *Geo. V. Hamilton, Inc.*, 289 NLRB 1335, 1338 (1988); *Central Soya Co.*, 281 NLRB 1308 (1986) enfd. per curiam 867 F.2d 1245 (10th Cir. 1988).

Here, the uncontested evidence indicates that former Moonachie PACE-represented unit employees have been transferred to the Clifton facility and there joined with similarly situated represented and unrepresented employees where they perform identical work side by side in their respective departments. It is also undisputed that Clifton employees in similar classifications perform similar functions. Represented Clifton facility employees are divided into three bargaining units that are represented by different unions and governed by different contracts.

The Employer has maintained at its Clifton facility a long history of bargaining with the GCIU, IAM and Teamsters in separate departmental units. Based on the entire record, I conclude that there is insufficient evidence which would warrant disturbing those historical units by imposing the broader unit sought by PACE. In this regard, I am mindful that the resultant merger and consolidation of operations can

be characterized as establishing a new operation. Nevertheless, as described *infra*, the evidence does not establish that an overall unit, as sought by PACE, is warranted in this matter. In this connection, I find that there is insufficient evidence of community of interests in an overall unit which would of necessity require disregarding the long history of collective bargaining in separate units at the Clifton facility.

Addressing the maintenance unit first, the record reflects no interchange, either permanent or temporary, between maintenance employees and other departments. The supervision of maintenance, production, QA and warehouse employees is also largely separate. This is particularly true in the case of maintenance employees who work only two shifts, since the departments are commonly supervised only at night. The skills and tasks of maintenance employees are distinct from production and QA employees, as are their wages, benefits and the contract which currently governs their terms and conditions of employment. Although maintenance mechanics and machinists interact with production and warehouse employees in order to fix the equipment they use, maintenance employees work out of a different room and punch a different time clock there. The evidence also fails to establish that the maintenance porter and carpenter have any work related contact with production or QA employees. Thus, despite evidence of common management and some common night supervision, a degree of contact between maintenance employees and employees in other departments and similar schedules, it appears that the existing maintenance unit performs separately identifiable functions and those employees share a community of interest such as would warrant continued separate representation.

The evidence also fails to establish that continued separate representation of the production unit is not appropriate. In addition to the factors that separate production from maintenance, the evidence indicates that production employees share a distinct community of interest from QA employees. Thus, most production employees have no work related contact with QA employees because QA employees direct their concerns only to leads. As indicated above, QA employees are supervised separately from the other departments, except at night, and do not, like the other departments, report to the Operations Manager.[16] Also, production and QA employees have different wages and benefits and their terms and conditions are governed by different contracts. Indeed, a majority of the QA employees are unrepresented and work under no collective bargaining agreement. Although a number of production employees have been promoted to QA positions, the record reflects no temporary interchange between the two groups of employees. The QA room is also separate from the production departments. In light of the foregoing, I find that separate units of production employees and QA employees are appropriate and, as discussed *infra*, I will direct elections therein.

Finally, as discussed supra, no union has made a competing claim to represent the warehouse employees and no party to this proceeding has contended the

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[16] In its brief, PACE contends that the distinction in management is not significant because, despite the same managerial hierarchy, Moonachie's QA employees had been included in its wall-to-wall unit for years. However, the present case concerns appropriate units at the Clifton facility, not Moonachie, and I make no finding herein that a unit consisting of maintenance, production and/or QA employees is inappropriate. I merely find that, given the stable history of bargaining at the Clifton facility at issue, separate bargaining units remain appropriate.

Teamsters unit is inappropriate. Absent any such challenge, the Teamsters unit remains appropriate.

For reasons discussed above, I find appropriate separate units of production, maintenance, QA and warehouse employees. Within those units, based on the evidence and Board authority referred to above, I find that GCIU does not represent a predominant portion of the production unit (only 64%) and PACE does not represent a majority of the QA unit. Therefore, I will not accrete the PACE represented production employees to the existing GCIU unit of production employees. Nor will I accrete the unrepresented QA employees to a PACE represented QA unit.[17] Rather, I will direct elections in the production and QA units that I have found appropriate.[18]

I also find that IAM does represent a predominant portion of the Clifton maintenance unit as it currently exists (75%) and the Teamsters represent a predominant portion of its existing warehouse unit (100%). Further, I find merit to the Teamsters' contention that no question concerning representation exists in the unit it currently represents because no union has made a competing claim to represent

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[17] The treatment of QA employees has presented certain unusual issues in this case. In that regard, PACE did not represent a separate unit of Moonachie QA employees and, therefore, it is questionable whether the unrepresented Clifton employees could be accreted to a PACE unit that did not already exist. Because PACE does not represent a majority of the employees in such a unit, I need not address that issue.

[18] I am mindful that no union has expressed a desire to represent QA employees in a separate unit and only PACE seeks to represent the QA employees at all, albeit in the broader unit described above. Nevertheless, PACE will be placed on the ballot in the QA unit election to be directed in the instant case. As ordered below, in the event any union desires to be removed from its respective ballot(s), it will be given a period of 7 days from the date of this Decision to do so. Thus, in the event PACE disclaims interest in representing the QA employees in a separate unit, the question concerning representation in that unit will have been resolved and the direction of election therein revoked.

warehouse employees. Therefore, the two PACE represented employees who were transferred to Clifton from Moonachie will be accreted to the IAM unit, and the IAM's and Teamsters' contracts will bar elections in those respective units. Further, as noted above, two PACE represented maintenance employees continue to be employed in Moonachie performing clean up work. The record reveals that the Employer has not made a decision as to whether those employees will be permanently laid off or transferred to Clifton upon completion of their work. Accordingly, in the event these employees are transferred to Clifton in the foreseeable future, the accretion determination that I have made as to the maintenance unit will be fundamentally affected. In such a circumstance, I will entertain a motion to reconsider the issue of whether a question concerning representation has been raised in such unit.

DIRECTIONS OF ELECTIONS

Elections by secret ballot shall be conducted by the undersigned among the employees in the units found appropriate [i.e., **Unit 1** and **Unit 3** described on pages 2 and 3 above] at the times and places set forth in the notices of election to be issued subsequently subject to the Board's Rules and Regulations. Eligible to vote are employees in the units who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation or temporarily laid off. Also eligible are employees engaged in an economic strike that commenced less than 12 months before the election date and who retained their status as such during the

eligibility period and their replacements. Those in the military services of the United States who are employed in the unit may vote if they appear in person or at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible to vote in **Unit 1** shall vote whether they desire to be represented for collective bargaining purposes by **Folding Box-Corrugated Box and Display Workers 381, PACE; Graphic Communications International Union Local 612M; or Neither.** Those eligible to vote in **Unit 3** shall vote whether or not they desire to be represented for collective bargaining purposes by **Folding Box-Corrugated Box and Display Workers 381, PACE.**

LISTS OF VOTERS

In order to ensure 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 in 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 (1966); *NLRB v. Wyman-Gordon Company,* 394 U.S. 759 (1969). Accordingly, it is hereby directed that within seven (7) days of the date of this Decision, three (3) copies of an election eligibility list for **Unit 1)** above and two (2) copies of an election eligibility list for **Unit 3)** above containing the full names and addresses of all the eligible voters

in those voting groups found appropriate above shall be filed by the Employer with the undersigned, who shall make the list available to all parties to the election. *North Macon Health Care Facility,* 315 NLRB 359 (1994). In order to be timely filed, such list must be received in NLRB Region 22, 20 Washington Place, Fifth Floor, Newark, New Jersey 07102, on or before October 19, 2001. No extension of time to file these lists shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operates to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provision of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570-0001. This request must be received by the Board in Washington by October 26, 2001.

Signed at Newark, New Jersey this 12th day of October, 2001.

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