

In the Matter of FIRESTONE RUBBER & LATEX PRODUCTS COMPANY  
and UNITED RUBBER WORKERS OF AMERICA, C. I. O.

*Case No. 1-R-1564.—Decided October 30, 1943*

*Mr. J. S. Giegel*, of Rumford, R. I., for the Company.

*Mr. Aaron Velleman* and *Mr. Daniel J. Healy*, of Boston, Mass.,  
for Local 23185.

*Mr. Samuel L. Rothbard*, of Newark, N. J., for the United.

*Mr. Louis Cokin*, of counsel to the Board.

DECISION  
AND  
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by United Rubber Workers of America, C. I. O., herein called the United, alleging that a question affecting commerce had arisen concerning the representation of employees of Firestone Rubber & Latex Products Company, Fall River, Massachusetts, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before John W. Coddaira, Jr., Trial Examiner. Said hearing was held at Fall River, Massachusetts, on October 13, 1943. At the commencement of the hearing the Trial Examiner granted a motion of Federal Labor Union No. 23185, herein called Local 23185, to intervene. The Company, Local 23185, and the United appeared, participated, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded opportunity to file briefs with the Board.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Firestone Rubber & Latex Products Company is a Massachusetts corporation with its principal place of business at Fall River, Massachusetts N. L. R. B., No. 55.

chusetts, where it is engaged in the manufacture of gas masks, bullet sealing fuel cells, gun clips, life vests, gun butts, plastic interliners, and raincoats for the armed forces. During the 6-month period ending October 1, 1943, the Company purchased raw materials valued at about \$4,560,000, 81 percent of which was shipped to it from points outside the State of Massachusetts. During the same period the Company sold products valued at about \$8,036,000, 67 percent of which was shipped to points outside the State of Massachusetts.

## II. THE ORGANIZATIONS INVOLVED

Federal Labor Union No. 23185 is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

United Rubber Workers of America is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

## III. THE QUESTION CONCERNING REPRESENTATION

On August 9, 1943, the United requested the Company to recognize it as exclusive collective bargaining representative of the Company's employees. The Company did not reply to this request.

On October 12, 1942, the Company and Local 23185 entered into an exclusive collective bargaining contract. The contract provides that it shall remain in effect until October 12, 1943, and that negotiations for any renewal therefor shall start September 12, 1943. The contract further provides that if negotiations are not completed by October 12, 1943, the agreement shall continue in effect an additional 30 days. Inasmuch as the United made its claim upon the Company prior to September 12, 1943, the date for further negotiation, and inasmuch as the contract in any event expires by its terms on November 12, 1943, we find that it does not constitute a bar to a determination of representatives at this time. Sometime after the contract was entered into on October 12, 1942, the National War Labor Board issued a directive granting Local 23185 a maintenance-of-membership clause in its existing contract.

A statement of the Regional Director, introduced into evidence at the hearing, shows that the United presented 806 membership application cards bearing apparently genuine signatures of persons whose names appear on the Company's pay roll of August 22, 1943. There are approximately 3,732 employees in the appropriate unit. We find that the United has made a substantial showing of representation to warrant a determination of representatives in this case, in view of the

fact that Local 23185 and the Company are parties to a contract containing a maintenance-of-membership clause.<sup>1</sup>

We find that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the National Labor Relations Act.

#### IV. THE APPROPRIATE UNIT

We find, in substantial agreement with a stipulation of the parties, that all hourly production and maintenance employees at the Fall River plant of the Company, excluding executives, factory-office, clerks, office employees, plant protection employees, confidential salaried employees, foremen, full time supervisors, and any other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.<sup>2</sup>

#### V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by means of an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

#### DIRECTION OF ELECTION

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 2, as amended, it is hereby

**DIRECTED** that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Firestone Rubber & Latex Products Company, Fall River, Massachusetts, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the First Region, acting in this matter as agent for the National Labor Rela-

<sup>1</sup> Local 23185 did not present any evidence of membership, but relies upon its contract as evidence of its interest in the instant proceeding.

<sup>2</sup> This is substantially the same unit as provided for in the contract between the Company and Local 23185.

tions Board, and subject to Article, III, Sections 10 and 11, of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding any who have since quit or been discharged for cause and who have not been rehired or reinstated prior to the date of the election, to determine whether they desire to be represented by Federal Labor Union No. 23185, affiliated with the American Federation of Labor, or by United Rubber Workers of America, affiliated with the Congress of Industrial Organizations, for the purposes of collective bargaining, or by neither.

MR. GERARD D. RELLY took no part in the consideration of the above Decision and Direction of Election.