

In the Matter of WEHR STEEL COMPANY and UNITED STEELWORKERS
OF AMERICA, C. I. O.

Case No. 13-R-2065.—Decided November 18, 1943

Lines, Spooner & Quarles, by *Mr. John G. Kamps*, of Milwaukee, Wis., for the Company.

Mr. A. P. Gawronski, of Milwaukee, Wis., for the Association.

Mr. Waldemar A. Sonnemann, of Milwaukee, Wis., for the United.

Mr. Louis Cokin, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition and amended petition duly filed by United Steelworkers of America, C. I. O., herein called the United, alleging that a question affecting commerce had arisen concerning the representation of employees of Wehr Steel Company, West Allis, Wisconsin, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Robert R. Rissman, Trial Examiner. Said hearing was held at Milwaukee, Wisconsin, on October 29, 1943. At the commencement of the hearing the Trial Examiner granted a motion of Independent Union of Wehr Steel Employees, herein called the Independent, to intervene. The Company, the Independent, 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

Wehr Steel Company is a Wisconsin corporation with its principal place of business at West Allis, Wisconsin, where it is engaged in 53 N. L. R. B., No. 131.

the manufacture of steel castings. During the 12-month period ending September 30, 1943, the Company purchased raw materials valued in excess of \$1,000,000, about 60 percent of which was shipped to it from points outside the State of Wisconsin. During the same period the Company sold products valued in excess of \$3,000,000, about 90 percent of which was shipped to points outside the State of Wisconsin. The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Independent Union of Wehr Steel Employees is an unaffiliated labor organization, admitting to membership employees of the Company.

United Steelworkers 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 October 15, 1943, the United requested the Company to recognize it as exclusive collective bargaining representative of the Company's employees. The Company refused this request.

On December 1, 1942, the Company and the Independent entered into an exclusive collective bargaining contract. The contract provides that it shall remain in effect until December 1, 1943. Inasmuch as the contract expires by its terms on December 1, 1943, we find that it does not constitute a bar to a determination of representatives at this time.

A statement of the Regional Director, introduced into evidence at the hearing, indicates that the United represents a substantial number of employees in the unit hereinafter found to be appropriate.¹

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 Act.

IV. THE APPROPRIATE UNIT

We find, in agreement with a stipulation of the parties, that all production and maintenance employees at the West Allis plant of the Company, excluding armed guards, matrons, nurses, office and clerical employees, melters, employees in the time-study department, foremen, assistant foremen, and any other supervisory employees with authority

¹ The Regional Director reported that the United presented authorization cards and membership list bearing names of 200 employees on the October 5, 1943, pay roll. The Independent did not present any evidence of membership, but relies upon its contract as evidence of its interest in the instant proceeding. There are about 496 employees in the appropriate unit.

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.²

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.

The United and the Independent desire that they appear on the ballot as "United Steelworkers of America, in behalf of itself and Local Union 2996, C. I. O." and "Independent Union of Wehr Steel Employees, 1-958," respectively. The requests are hereby granted.

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 Wehr Steel Company, West Allis, Wisconsin, 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 Thirteenth Region, acting in this matter as agent for the National Labor Relations 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 Independent Union of Wehr Steel Employees, 1-958, or by United Steelworkers of America, in behalf of itself and Local Union 2996, C. I. O., for the purposes of collective bargaining, or by neither.

² This is substantially the same unit as provided for in the contract between the Company and the Independent.