

In the Matter of DOUGLAS AIRCRAFT COMPANY, INC. and SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL UNION No. 124, A. F. of L.

Case No. 16-R-759.—Decided December 16, 1943

Messrs. H. L. Hurt and Lee J. Robison, of Oklahoma City, Okla., for the Company.

Mr. Walter E. Nelson, of Oklahoma City, Okla., for the A. F. L.

Messrs. Fred Divine, Burl Watts, and William Driscoll, of Oklahoma City, Okla., for the C. I. O.

Mr. William C. Baisinger, Jr., of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by Sheet Metal Workers International Association, Local Union No. 124, A. F. of L., herein called the A. F. L., alleging that a question affecting commerce had arisen concerning the representation of employees of Douglas Aircraft Company, Inc., at Oklahoma City, Oklahoma, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Ralph S. Clifford, Trial Examiner. Said hearing was held at Oklahoma City, Oklahoma, on November 2, 1943. The Company, the A. F. L., and United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, herein called the C. I. O., appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence bearing on the issues, and to file briefs with the Board. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Douglas Aircraft Company, Inc., a Delaware corporation, having its principal offices in Santa Monica, California, operates plants in

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several States of the United States at which it is engaged in the manufacture and assembly of various types of aircraft and aircraft parts. This proceeding involves the Company's plant at Oklahoma City, Oklahoma. During the period from May 31, 1943, the Company used \$3,000,000 worth of raw materials at this plant, more than 50 percent of which was shipped to the plant from points outside the State of Oklahoma. During the same period the finished products manufactured and assembled at the Oklahoma City plant were valued in excess of \$30,000,000, and were all delivered to the United States Government at the airport adjacent to the plant pursuant to the terms of the supplies contract under which this plant is operated by the Company. The Company does not deny that at its Oklahoma City plant it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Sheet Metal Workers International Association, Local Union No. 124, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

United Automobile, Aircraft and Agricultural Implement 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

By letter dated September 15, 1943, the A. F. L. advised the Company that it represented a majority of the Sheet Metal maintenance workers employed at the Company's Oklahoma City plant and requested recognition as their exclusive bargaining representative. On or about September 30, 1943, the Company replied to the A. F. L.'s request. In its reply the Company declined to accord the A. F. L. such recognition unless and until it is certified by the Board.

A statement of a Field Examiner of the Board introduced into evidence at the hearing indicates that the A. F. L. represents a substantial number of employees within 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

As amended at the hearing the bargaining unit alleged to be appropriate by the A. F. L. comprises all maintenance sheet metal

¹ The Field Examiner reported that the A. F. L. submitted 15 authorization cards bearing the apparently genuine original signatures of persons whose names appear on the Company's pay roll of October 17, 1943, which contains the names of 17 persons within the alleged appropriate unit

workers employed at the Company's Oklahoma City, Oklahoma, plant, including those engaged in the manufacture, assembly, and erection of all sheet metal of U. S. No. 10 gauge or lighter when used in the maintenance of the plant, but excluding all aircraft sheet metal workers, storeroom help, timekeepers and all other workers employed by the Company not engaged in sheet metal maintenance work as set out above. The Company and the C. I. O.² dispute the appropriateness of the unit sought by the A. F. L., contending that it would be incongruous to establish a separate bargaining unit for a small group of employees whose interests and working conditions are identical with those of other employees in the plant.

The Company's Oklahoma City plant is an aircraft assembly plant comprised of a number of buildings covering a tract of land approximately $1\frac{1}{4}$ miles long and $\frac{1}{2}$ mile wide. It includes an assembly building, a large hangar, an office building, a paint shed, garage, mill building, and a number of wooden warehouses. A large concrete slab or runway covers a portion of the plant area. In the manufacture and assembly of aircraft, the plant operates as an integrated manufacturing unit comprised of a production division and a maintenance division. The maintenance division includes 7 numbered departments, 1 of which is known as department No. 706. Department No. 706 includes approximately 100 plumbers, pipe fitters, small parts repair men, and 18 sheet metal workers. The A. F. L. desires to represent only those employees of the Company who are engaged in maintenance work in and around the plant involving sheet metal work as distinguished from those production employees who are employed on the assembly line and fabricate and assemble the component parts of planes containing sheet metal. The maintenance sheet metal employees work with heavier sheet metal than do the production employees. The Company's plant is large enough to necessitate the employment of a permanent craft group of sheet metal workers to maintain and add to the parts of the various buildings and facilities constructed of sheet metal. This maintenance work requires greater skill and craftsmanship than is involved in the fabrication and assembly of the lighter sheet metal parts of aircraft. All new construction work involving the manufacture, fabrication, and assembly of sheet metal at the Company's Oklahoma City plant is done by independent construction contractors. All non-supervisory employees employed in department No. 706 are classified according to skill as

² The record reveals that the C. I. O. is presently engaged in an organizational drive at the Oklahoma City plant. The C. I. O., which is organizing the plant on an industrial basis, notified the Company on or about October 28, 1943, that it claimed to represent a substantial number of the production and maintenance employees at the plant and cautioned the Company against entering into a collective bargaining agreement with any other labor organization. It is apparent that the organizational campaign of the C. I. O. had not been completed at the date of the hearing, since it refused to submit any evidence of its alleged representation in the plant.

A, B, or C employees. All employees classified as "A" employees receive the same rate of pay regardless of whether they are pipe fitters, plumbers, small parts repair men, or sheet metal workers. The same is true with respect to the "B" and "C" employees.

Although it appears that the functions of the employees in the requested unit are to some extent integrated with those of other maintenance employees who are not engaged in sheet metal maintenance work and while it is true that they perform maintenance work throughout the plant, nevertheless it is clear from the record that they comprise an identifiable and homogeneous group of employees engaged in work which is sufficiently distinguishable from that performed by other maintenance employees in the plant to warrant establishing them as a separate bargaining unit.³

The A. F. L. desires to include in the unit the assistant foreman and leadmen who are attached to the sheet metal maintenance group. The Company objects to the inclusion of these employees, contending that they exercise supervisory authority over the other employees in the group. Department No. 706 is under the supervision of a head supervisor. Under him are assistant supervisors, each of whom is in charge of one shift and also assistant foremen, subforemen, and leadmen. The head supervisor, assistant supervisors, and assistant foremen receive a salary while the subforemen and leadmen are paid on an hourly basis. The assistant supervisors, assistant foremen, subforemen, and leadmen have recently been reclassified. They were formerly designated as shift foremen, leadmen A, leadmen B, and leadmen C, respectively. This reclassification, according to the plant's personnel manager, is company-wide and does not affect the status of any of the reclassified employees except to shift the leadmen A, now known as assistant foremen, from the hourly pay roll to the salary pay roll. A classified pay-roll list, which was prepared before the aforementioned reclassification went into effect, lists one employee in department No. 706 as a leadman A (sheet metal) and two employees as leadmen C (sheet metal). The leadman A is now assistant foreman in charge of sheet metal maintenance work and the two leadmen C are leadmen in charge of small groups of sheet metal maintenance employees. A leadman is an employee who is in charge of a small group of workers. He supervises or directs their work and also performs manual labor along with his men. Several leadmen are supervised by one subforeman who does very little manual labor. Like-

³ In *Matter of Douglas Aircraft Company, Inc.*, 52 N. L. R. B. 781, a case involving the Oklahoma City plant of the Company, the Board established a bargaining unit comprised of the maintenance electricians. In the cited case, the Board observed that the Company has recognized the appropriateness of a unit other than an industrial one. This is evidenced by the Regional Director's recent certification of the National Union of United Aircraft Welders of America, as the exclusive bargaining representative of the welders employed at the Oklahoma City plant pursuant to the terms of a cross-check agreement entered into between the Company and the welders Union.

wise each assistant foreman supervises several subforemen and acts in a purely administrative capacity. There are no subforemen among the sheet metal workers in department No. 706.

Since the leadmen, formerly known as leadmen C, perform manual labor in conjunction with the other sheet metal maintenance employees and since they apparently do not possess the authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, we shall include them in the appropriate unit. However, we shall exclude the assistant foreman.⁴

We find that all sheet metal maintenance workers employed in department No. 706 at the Company's Oklahoma City, Oklahoma, plant, including leadmen, but excluding assistant foremen 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.

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. Although the C. I. O. was permitted to intervene in this proceeding, it failed to submit any evidence to indicate that it represents any employees within the appropriate unit. Accordingly, we shall not accord it a place on the ballot in the election hereinafter directed.

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 3, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Douglas Aircraft Company, Inc., Oklahoma City, Oklahoma, 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 Sixteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 10 and 11, of said Rules and Regulations, among

⁴ See *Matter of Douglas Aircraft Company, Inc., et al.*, 53 N. L. R. B. 486.

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 have not been rehired or reinstated prior to the date of the election, to determine whether or not they desire to be represented by Sheet Metal Workers International Association, Local Union No. 124, A. F. of L., for the purposes of collective bargaining.

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