

In the Matter of AMERICAN NEEDLECRAFTS, INC. and AMERICAN FEDERATION OF LABOR

Case No. 14-R-784.—Decided December 18, 1943

*Mr. Thomas E. Sandidge*, of Owensburg, Ky., and *Mr. Frank M. Schwartz*, of Hardinsburg, Ky., for the Company.

*Mr. A. Berkson*, of New York City, *Mr. Clyde W. Stinson*, of Kansas City, Mo., *Mr. Charles M. Elder*, of Louisville, Ky., and *Mr. Leo F. Lucas*, of Louisville, Ky., for the Union.

*Mr. Wm. C. Baisinger, Jr.*, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by American Federation of Labor,<sup>1</sup> herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of American Needlecrafts, Inc., Hardinsburg, Kentucky, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Harold L. Hudson, Trial Examiner. Said hearing was held at Hardinsburg, Kentucky, on November 5, 1943. The Company and the Union appeared, participated, and 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

American Needlecrafts, Inc., a New York corporation, is engaged in the manufacture of quilted goods and sleeping bags, at Hardinsburg, Kentucky. The Company also operates a studio in Elizabeth-

<sup>1</sup> The petition was filed on behalf of United Garment Workers of America, which is affiliated with the American Federation of Labor.

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town, Kentucky, 50 miles from Hardinsburg, where it negotiates contracts with individuals for the processing of quilted goods. The actual processing work is performed in the homes of the Company's employees. This particular part of the Company's business is not involved in this proceeding. The Company is presently operating under a contract with the Philadelphia Quartermaster's Depot for the manufacture of sleeping bags for the United States Army. During the first 9 months of 1943, the Company purchased textiles, trimmings, accessories, feathers, down, and thread for use at its Hardinsburg plant valued in excess of \$25,000, over 90 percent of which was shipped to the Company from points outside the State of Kentucky. During the same period the Company produced finished products valued in excess of \$100,000, over 95 percent of which was shipped to points outside the State of Kentucky. The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

## II. THE ORGANIZATION INVOLVED

American Federation of Labor is a labor organization, admitting to membership employees of the Company.

## III. THE QUESTION CONCERNING REPRESENTATION

At the hearing the parties stipulated that on or about October 6, 1943, the Union advised the Company that it represented a majority of the employees within an alleged appropriate unit and requested recognition as their exclusive bargaining agent. The Company refuses to accord the Union such recognition unless and until it is certified by the Board.

A statement prepared by the Regional Director and introduced into evidence at the hearing indicates that the Union represents a substantial number of employees within the unit hereinafter found to be appropriate.<sup>2</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 Act.

## IV. THE APPROPRIATE UNIT

At the hearing the Union amended its allegation with respect to the appropriate unit to read, "All production and maintenance employees of the Company's studio and plants in Hardinsburg, Ken-

<sup>2</sup> The Regional Director reported that the Union submitted 47 authorization cards bearing apparently genuine original signatures of persons whose names appear on the Company's pay roll of September 18, 1943, which contains the names of 105 employees within the alleged appropriate unit.

tucky, excluding office employees and supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action." The Company agrees with the Union's description of the appropriate unit. The parties further agree that certain named employees should be excluded from the unit on the ground that they exercise supervisory authority over other employees within the unit. However, they are in dispute with respect to the disposition of certain other named employees whom the Union would include in the unit as production employees but whom the Company would exclude as supervisory employees. We shall discuss these afore-mentioned employees below:

*Employees whom the parties agree to exclude*

*Adele Sphire* is the manager of all of the Company's operations in Hardinsburg, Kentucky. She supervises the production of both quilted goods and sleeping bags. She claims the exclusive right to hire, discharge, promote, and establish wage rates. She is paid a salary. In view of her duties and since the parties agree to exclude her, we shall exclude Adele Sphire from the appropriate unit.

*Dorothy Smith* is the manager in charge of war production contracts and is head supervisor of the sleeping bag plants. She receives an hourly wage of 60 cents, or approximately 20 cents above the rate paid production workers. She may effectively recommend the discharge, discipline, or promotion of the employees whom she supervises. We shall exclude Dorothy Smith from the appropriate unit for the same reasons we excluded Adele Sphire.

*Joseph Teaff* is classified by the Company as supervisor of War Plant No. 2. He supervises approximately 15 production employees in the department engaged in closing, inspecting, packing, and shipping the sleeping bags. He receives 50 cents an hour or approximately 10 cents above the production employees' rate. He exercises the right to recommend the discharge, discipline, and promotion of the employees whom he supervises. We shall exclude Joseph Teaff from the appropriate unit.

*Golden Wheatley* is classified as a cutter in the quilting department which is located in the studio building. She is considered the supervisor of this department. The Union agrees that she exercises sufficient supervisory authority to warrant excluding her from the bargaining unit. We shall exclude Golden Wheatley from the appropriate unit.

*Employees sought to be included by the Union whom the Company contends exercise supervisory functions*

The employees within the above category are:

|                 |                  |
|-----------------|------------------|
| Blanche Tivitt  | Anna Hendrick    |
| Pauline Guthrie | Eva Armes        |
| Wanda Dawson    | Margaret Basham  |
| Helen Shellman  | Helen Raubeson   |
| Edna Brown      | Mary Weatherholt |
| Ruby Brown      | Margaret Brown   |
| Mary Beavin     |                  |

Each of the above-named employees except Helen Raubeson, Mary Weatherholt and Margaret Brown testified at the hearing concerning their duties at the Company's plants. Edna Brown, Wanda Dawson, Pauline Guthrie, Helen Raubeson, Helen Shellman, Blanche Tivitt, and Mary Weatherholt, work in the war plant buildings where the sleeping bags are manufactured under the supervision of Dorothy Smith. Eva Armes, Margaret Brown, Mary Beavin, Ruby Brown, Anna Hendrick, and Margaret Basham are employed in the studio building on quilting work under the supervision of Adele Sphire. All of the 13 aforesaid employees perform production work in connection with the manufacture of sleeping bags or quilted goods. The amount of time devoted to production work by these employees ranges from part-time to full-time work. The majority spend part of their time inspecting the work performed by other employees in their respective departments, and a portion of their time is devoted to instructing the new employees. These employees constitute a higher skilled group of workers and receive approximately 5 cents an hour above the rate paid other production workers. Although the Company designates these persons as supervisors, the record contains no evidence to indicate that they are clothed with the normal duties and responsibilities of supervisory employees. The term, as applied to them by management, would merely appear to indicate the responsibility of inspection and instruction. They never exercise any duty beyond that of a more highly skilled worker. They are unfamiliar with wage rates in their respective departments, and have never recommended to a superior that an employee be hired, discharged, promoted, or transferred. The majority of the above-named employees testified that they were unaware they were classified as supervisors until on or about September 21, 1943, when an executive of the Company called them to his office where he told them that they were considered by the Company to be supervisory employees. We

note that this action was taken subsequent to the date on which the Union filed its petition herein.

Since it is apparent that these employees lack supervisory authority, we shall include them in the appropriate unit.

We find that all production and maintenance employees of the Company's Hardinsburg, Kentucky, studio and plants, including Blanche Tivitt, Pauline Guthrie, Wanda Dawson, Helen Shellman, Edna Brown, Ruby Brown, Mary Beavin, Anna Hendrick, Eva Armes, Margaret Basham, Helen Raubeson, Mary Weatherholt, and Margaret Brown, but excluding office employees, Adele Sphire, Dorothy Smith, Joseph Teaff, and Golden Wheatley, 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 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 our Direction of Election herein, subject to the limitations and additions set forth in the Direction.

Pursuant to a written request filed with the Board by the Union subsequent to the hearing, we shall direct that it be designated on the ballot as "United Garment Workers of America, A. F. of L."

#### 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 American Needlecrafts, Inc., Hardinsburg, Kentucky, 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 Fourteenth 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 dur-

ing 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 United Garment Workers of America, 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.