

In the Matter of RAMSAY MILLS, INC. and TEXTILE WORKERS UNION OF AMERICA (C. I. O.)

Case No. 1-R-1633.—Decided December 24, 1943

Mr. Abe E. Fogelman, of New Bedford, Mass., for the Company.

Mr. Antonio England, of New Bedford, Mass., for the T. W. U. A.

Mr. Henry Wise, of Boston, Mass., for the Loom Fixers, Slasher Tenders, and Knot Tiers.

Mr. William E. G. Batty, of New Bedford, Mass., for the U. T. W. A.

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

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by Textile Workers Union of America, C. I. O., herein called the T. W. U. A., alleging that a question affecting commerce had arisen concerning the representation of employees of Ramsay Mills, Inc., New Bedford, Massachusetts, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Robert E. Greene, Trial Examiner. Said hearing was held at New Bedford, Massachusetts, on November 9, 1943. The Company, the T. W. U. A., New Bedford Loom Fixers Union, Local No. 2, A. F. of L., herein called the Loom Fixers, New Bedford Slasher Tenders and Helpers Union, Local No. 345, A. F. of L., herein called the Slasher Tenders, New Bedford Knot Tiers and Helpers Union, Local No. 1649, A. F. of L., herein called the Knot Tiers,¹ and United Textile Workers of America, A. F. of L., herein called the U. T. W. A., appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence bearing upon 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.

¹ We shall hereinafter sometimes refer to the Loom Fixers, the Slasher Tenders, and the Knot Tiers collectively as the Locals.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Ramsay Mills, Inc., is a Massachusetts corporation engaged at New Bedford, Massachusetts, in the business of weaving cloth from rayon yarn on a commission basis. All of the raw yarn used by the Company is owned by other companies who ship it to the Company's mill from points outside the State of Massachusetts. Approximately all of the finished products manufactured by the Company are shipped to points outside the State of Massachusetts. The Company receives over \$100,000 in commissions annually. The Company does not deny, and we find, that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

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

New Bedford Loom Fixers Union, Local No. 2, is a labor organization affiliated with the United Textile Workers of America, and the American Federation of Labor, admitting to membership employees of the Company.

New Bedford Slasher Tenders and Helpers Union, Local No. 345, is a labor organization affiliated with the United Textile Workers of America and the American Federation of Labor, admitting to membership employees of the Company.

New Bedford Knot Tiers and Helpers Union, Local No. 1649, is a labor organization affiliated with the United Textile Workers of America and the American Federation of Labor, admitting to membership employees of the Company.

United Textile Workers of America, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

Prior to filing its petition herein the T. W. U. A. requested the Company to recognize it as the exclusive bargaining representative of the employees within an alleged appropriate bargaining unit. The Company refuses to accord such recognition unless and until the Board has made a determination with respect to the appropriate unit and certified a labor organization as the exclusive bargaining representative of such employees.

A statement prepared by the Regional Director and introduced into evidence at the hearing indicates that the T. W. U. A. and the U. T. W. A. each represents a substantial number of employees within the unit hereinafter found to be appropriate.²

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

The T. W. U. A. contends that a bargaining unit comprised of all employees of the Company, excluding executives, supervisory employees and clerical employees, is appropriate. The U. T. W. A. and the Locals dispute the appropriateness of a plant-wide unit, contending that three separate craft units comprised of (1) slasher tenders and helpers, (2) loom fixers, and (3) knot tiers and helpers, employed by the Company constitute the only appropriate bargaining units.

The record indicates that the Company's manufacturing operations are completely integrated. The first step in the process of manufacturing cloth takes place in the warping department where raw yarn is combined by means of machines to form the warp. Next the warp is treated with an oil and gelatine solution in the slashing room to protect it from injury in the loom. From the slashing room the warp moves to the weaving rooms where a knot tier, by means of a machine, ties the ends of the treated warp on a device on the loom known as a harness. Another operation called filling also takes place in the weaving rooms. Filling consists of winding yarn on bobbins which are placed in the shuttles on the looms. The loom then interweaves the warped yarn with the filling yarn to produce cloth. The Company's plant comprises 4 rooms: 2 weaving rooms, the slashing room, and a room designated as the cloth and shipping room. The slasher tenders operate the treating machines in the slashing room. The knot tiers operate automatic knot tying machines in the weaving rooms. The loom fixers maintain the 80 looms located in the 2 weaving rooms. At present, the Company employs 3 slasher tenders and 3 helpers, 15 loom fixers, and 2 knot tiers and 2 helpers. Other categories of employees working in the plant are weavers, and several other classifications not named in the record. Each of the Locals claims 100 percent repre-

² The Regional Director reported that the T. W. U. A. submitted 50 application-for-membership cards which bear the apparently genuine original signatures of persons whose names appear on the Company's pay roll of October 12, 1943, which contains the names of 110 persons within the alleged appropriate unit. The Regional Director's report further states that the U. T. W. A. submitted the records of 25 persons who are dues paying members of the locals and whose names appear on the aforesaid pay roll.

sensation in the group which it asserts to be an appropriate craft unit.

In support of the contention that three separate craft units are appropriate for the purposes of collective bargaining, William E. G. Batty, a representative of the Loom Fixers, testified at the hearing that for a period of about 20 years preceding December 1941 he had acted as secretary of the New Bedford Textile Council, herein called the Council. The Council, composed of various American Federation of Labor textile workers' unions in the vicinity of New Bedford, including the three Locals involved herein, has bargained on behalf of its members in all crafts with the various textile manufacturers in New Bedford, who comprise the New Bedford Cotton Manufacturers Association, herein called the Association, for a number of years. The Company, although not a member of the Association, has observed the wage scale adopted by the Council and the Association. When changes are made in said wage scale, the Company is orally notified by a representative of the Council, usually Batty, and adjusts its pay roll accordingly. In July 1939 the Council placed the Company on its unfair list because the Company refused to comply with the city-wide wage scale then in effect pursuant to an agreement between the Council and the Association. As a result, all the Company's employees struck, and the Company's plant was shut down for a period of approximately 3 days pending the negotiation of a settlement between the Company and the Council. This settlement affected the wages and working conditions of all the employees of the Company. Again in 1940 a dispute arose between the Company and the Loom Fixers which also occasioned a strike in which all employees of the Company participated. The Locals claim that even though they are members of the Council they continue to maintain their autonomy and may refuse to deal through the Council if they so desire. The Locals are also affiliated with the U. T. W. A. and have a written agreement with that organization whereby each local union retains its local autonomy. William E. G. Batty, is also chairman of the International Executive Council of the U. T. W. A. and represented that organization at the hearing.

Inasmuch as the record shows that the operations of the Company's mill are functionally coherent and completely integrated, and since it is also evident that, in spite of the fact that each of the Locals has maintained formally separate identity, the actual course of organization and collective bargaining which they, as members of the Council, have followed with respect to the Company's employees has been on an industrial basis for the past several years, we are of the opinion that the separate units requested by the Locals are inappropriate for the purposes of collective bargaining and we conclude that the plant-

wide unit requested by the T. W. U. A. is appropriate for such purposes.³

We find that all employees of the Company, excluding executives, clerical employees, and all other employees with the 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.

At the hearing the U. T. W. A. requested that it be permitted to participate in the election in the event the Board denied the requests of the Locals and found an industrial unit to be appropriate. The history of organization indicates that the U. T. W. A. has an interest in the proceeding by reason of the affiliation of the Locals. We shall therefore direct that its name be placed 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 Ramsay Mills, Inc., New Bedford, 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 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

³ See *Matter of Sagamore Manufacturing Co.*, 39 N. L. R. B. 909; *Matter of Border City Mfg. Co., et al.*, 36 N. L. R. B. 678; *Matter of Arkwright Corporation*, 36 N. L. R. B. 687; and *Matter of Pacific Mills*, 53 N. L. R. B. 164.

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 they desire to be represented by Textile Workers Union of America, C. I. O., or by United Textile Workers of America, A. F. of L., for the purposes of collective bargaining, or by neither.

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