

In the Matter of THE COE MANUFACTURING COMPANY and DISTRICT 50,
UNITED MINE WORKERS OF AMERICA

Case No. 8-R-1300.—Decided January 26, 1944

Mr. Glen O. Smith, of Cleveland, Ohio, for the Company.

Messrs. Stanley Delinger, of Akron, Ohio, *John Hewitt*, of Fairport Harbor, Ohio, and *McElroy Trout*, of Cleveland, Ohio, for District 50.

Messrs. D. C. Brown and *W. H. Winko*, of Akron, Ohio, for the I. A. M.

Mr. Joseph E. Gubbins, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by District 50, United Mine Workers of America, herein called District 50, alleging that a question affecting commerce had arisen concerning the representation of employees of The Coe Manufacturing Company, Painesville, Ohio, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Louis Plost, Trial Examiner. Said hearing was held at Cleveland, Ohio, on December 14, 1943. The Company, District 50, and Local No. 1337, International Association of Machinists, affiliated with the A. F. of L., herein called the I. A. M. 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

The Coe Manufacturing Company, is an Ohio corporation having its principal place of business and office at Painesville, Ohio, and is engaged in the manufacture and distribution of woodworking ma-

chinery. At the present time the company is also engaged in the manufacture of steam traps and gun mounts for the United States Navy Department. During the year 1942, the Company purchased approximately \$500,000 worth of raw materials for use in its Painesville plant, 50 percent of which originated at points outside the State of Ohio. During the same period, the Company sold products manufactured at its Painesville plant valued at approximately \$1,000,000, approximately 90 percent of which was shipped to points outside the State of Ohio. The Company admits that it is engaged in commerce within the meaning the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

District 50, United Mine Workers of America, and Local No. 1337, International Association of Machinists, affiliated with the American Federation of Labor, are labor organizations admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On June 25, 1941, following the Company's recognition of the I. A. M. as the bargaining representative of the Company's employees, the Company and the I. A. M. entered into a collective bargaining contract effective for a term of 1 year and to continue thereafter unless written notice to terminate be given by either party 30 days prior to the yearly expiration date. The contract also contained a clause permitting the readjustment of wage rates upon the expiration of 6 months.¹ On June 5, 1942, the parties entered into a new contract, incorporating therein substantially all of the terms of the old contract, including the 30-day renewal clause, modifying the wage rates, and extending the expiration date thereof to December 31, 1943. On September 25, 1943, the parties again entered into a new contract, incorporating, with certain changes, the terms of the contract of June 5, 1942, modifying the wage rates subject to the approval of the War Labor Board, and extending the expiration thereof to December 31, 1944.

On September 27, 1943, District 50 notified the Company that it represented a majority of the Company's employees and requested recognition for the purposes of collective bargaining. On September 30, 1943, the Company notified District 50 that it had a collective bargaining contract with the I. A. M. and, for that reason, such request could not be granted.

¹ On November 21, 1941, a wage adjustment was agreed upon to be effective to June 25, 1942, the expiration date of the contract.

The Company and the I. A. M. contend that the contract of September 25, 1943, which superseded the contract of June 5, 1942, constitutes a bar to a determination of representatives. We iterate, however, our previously expressed opinion that the premature extension of a contract of reasonable duration should not operate as a bar to a claim of representation made prior to the expiration date of the extended contract. Stabilized labor relations require that such contracts be permitted to remain in effect until the termination date fixed therein, since to accelerate the expiration thereof by premature renewal or modification would require a like acceleration of organizing activities on the part of employees desiring a change in representation, thus fostering a state of dissatisfaction and unrest during the term of an existing contract.² Accordingly, we find that the renewal contract of September 25, 1943, does not constitute a bar to a present determination of representatives.

Statements of the Regional Director and Trial Examiner introduced into evidence at the hearing, indicate that District 50 and the I.A.M. each represents a substantial number of employees in the unit hereinafter found to be appropriate.³

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 accordance with a stipulation of the parties, that all production and maintenance employees in the Company's plant at Painesville, Ohio, excluding all clerical and 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.⁴

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-

² See *Matter of Memphis Furniture Mfg. Co.*, 51 N. L. R. B. 1447.

³ The Regional Director's statement shows that District 50 submitted 21 authorization cards, all of which bear apparently genuine signatures, and 40 of which bear names of persons whose names are listed on the Company's pay roll of November 4, 1943; there are 88 employees in the appropriate unit. The I. A. M. submitted 56 authorization cards to the Trial Examiner, dated in April, 48 in November, and 7 in December, 1943. The Trial Examiner, however, did not check these cards against the Company's pay roll.

⁴ The unit is substantially the same as the one covered by the contract.

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 3, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purpose of collective bargaining with The Coe Manufacturing Company, Painesville, Ohio, 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 Eighth 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 have not been rehired or reinstated prior to the date of the election, to determine whether they desire to be represented by District 50, United Mine Workers of America, or by Local No. 1337, International Association of Machinists, affiliated with A. F. of L., for the purposes of collective bargaining, or by neither.