

In the Matter of ELECTRIC BOAT COMPANY and MARINE DRAFTSMEN'S ASSOCIATION, PORT OF NEW LONDON (AFFILIATED WITH THE NATIONAL COUNCIL OF MARINE DRAFTSMEN)

Case No. 1-R-1552.—Decided February 7, 1944

Sugarman & Schneider, by *Mr. Edward Schneider*, of Boston, Mass., for the Company.

Boudin, Cohn & Glickstein, by *Mr. Sydney Elliott Cohn*, of New York City, for the Association.

Suisman & Suisman, by *Mr. Charles Suisman*, of New London, Conn., for the Shipbuilders.

Mrs. Augusta Spaulding, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon petition duly filed by Marine Draftsmen's Association, Port of New London, herein called the Association, alleging that a question affecting commerce had arisen concerning the representation of employees of Electric Boat Company, Groton, Connecticut, 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 London, Connecticut, on December 3, 1943. The Company, the Association, and Shipbuilders and Marine Engineers' Union of Groton, Connecticut, Inc., herein called the Shipbuilders, 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

Electric Boat Company, a New Jersey corporation, operates three plants, two at Bayonne, New Jersey, and one at Groton, Connecticut.

At the Groton plant, known as New London Ship and Engine Works, which is the only operation of the Company involved in this proceeding, the Company is engaged in the production of submarines for the United States Navy. For use at the Groton plant, the Company annually purchases raw materials valued at \$7,000,000, over 50 percent of which is shipped to the plant from points outside Connecticut. The Company delivers its entire output of submarines to the United States Navy at Groton.

We find that the Company is engaged in commerce, within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Marine Draftsmen's Association, Port of New London, is a labor organization affiliated with the National Council of Marine Draftsmen, admitting to membership employees of the Company.

Shipbuilders and Marine Engineers' Union of Groton, Connecticut, Inc., is an unaffiliated labor organization, admitting to membership employees of the Company.

III. THE ALLEGED QUESTION CONCERNING REPRESENTATION; THE ALLEGED APPROPRIATE UNIT

Among its employees at Groton, the Company employs a number of individuals who, in the course of their work, use a drafting board and drafting tools. Among them are approximately 135 employees, including draftsmen and tracers, who perform their work in the main drafting room attached to the Company's main office and approximately 15 employees who perform their work in the outer or plant departments. Working with draftsmen in the main drafting room are drafting clerks and stenographers.

In July 1943, the Association asked the Company for recognition as exclusive collective bargaining representative of draftsmen employed by the Company, including those in the main drafting room and those in the several plant departments, tracers, drafting clerks, and drafting department stenographers. The Company refused such recognition unless the Board found the proposed unit appropriate and certified the Association as the bargaining representative of the employees therein. On August 2, 1943, the Association filed the petition in this proceeding. The Shipbuilders contends that the unit proposed by the Association is not an appropriate bargaining unit for the reasons set forth below.

Draftsmen in the main drafting room are designers and highly trained marine draftsmen. The main drafting room is a part of the main office. These employees keep office, rather than plant, hours, and they are subject to the immediate supervision of the chief de-

signer. Included under the same departmental supervision are tracers and drawing room clerks. Four stenographers, who perform their work in a separate enclosure, chiefly serve the supervisory staff in the drafting room. Their work does not differ from other secretarial work in offices at the plant, and it requires no special skill.

Drafting employees in the plant or yard include approximately four tool designers in the machine shop, five employees in the electrical department, and six employees in the shipyard office. Drafting employees in each of these plant departments are subject to the supervision of the plant office in which they work. To meet specifications for efficient manufacture, tool designers decide what tools should be used for production work and they may make new and special tool designs for this purpose. From drawings which originate in the main drafting room, drafting employees in the electrical department make detailed working sketches, which are intelligible to plant mechanics. These drafting employees frequently confer with mechanics in the yard to explain their plans. Draftsmen in the shipyard office keep current the yard plans, so that the plans accurately disclose changes in the wiring system and other new and repair work as completed, and draw designs for new buildings or new equipment in connection with the Company's expansion program. They work directly under the plant engineer. These plant draftsmen work according to the time schedules for production and maintenance employees in the plant. Drafting jobs in the plant departments are not rated as highly as jobs in the main drafting room and wages are less, although some individual draftsmen working in the plant departments are as skilled as draftsmen in the main drafting room. On occasion, when conditions make it expedient, drafting employees in the plant are transferred for temporary work to the main drafting room. Such transfers appear to be infrequent. Draftsmen in the plant departments have more contacts, and necessarily work more closely, with production and maintenance employees than with employees in the main office of the Company.

On December 15, 1938, the Company and the Shipbuilders entered into an exclusive bargaining contract covering all employees at the Groton plant, including drafting employees in the main office and in the plant offices, excluding only executives and supervisory employees. The contract, by its terms, was effective until March 1, 1940, with an automatic renewal clause. On March 14, 1940, the same parties entered into a second exclusive bargaining contract covering the same employees, and this contract was, by its terms, effective until June 14, 1941. In March 1941, the Association claimed to represent a majority of the draftsmen in the main drafting room, including the tracers and the blueprint boys or beginners, but excluding the assistant chief draftsman and other supervisory employees. An informal check

of the Association's cards made at the Regional Director's office substantiated this claim. The question of including drafting employees in the plant in the same bargaining unit with drafting employees in the main drafting room was fully discussed.¹ The Association refused to include in its proposed bargaining unit the drafting employees in the plant departments. Since it appeared that employees in the main drafting room desired to be represented by the Association, the Shipbuilders agreed with the Association to make no present claim to represent them, provided, however, that the agreement should be without prejudice to the Shipbuilders if, at a later time, the question of including these main office drafting employees in a plant-wide unit should again be raised. The Association, the Shipbuilders, and the Company agreed that no contract between the Company and the Association would extend for any longer period than the term of any agreement between the Company and the Shipbuilders. On July 26, 1941, the Company and the Shipbuilders entered into a new contract covering employees at the Groton plant, excluding executives and supervisory employees, pattern makers, and draftsmen. The contract provided that it remain in full force and effect until June 23, 1943. On August 14, 1941, the Company and the Association entered into an exclusive bargaining contract covering the Company's draftsmen in the main drawing room.² This contract provided that it remain in full force and effect until June 23, 1943.

In the spring of 1943, Industrial Union of Marine and Shipbuilding Workers of America, Local No. 6, affiliated with the Congress of Industrial Organizations, herein called the C. I. O., contested the claim of the Shipbuilders to represent a majority of the Company's production and maintenance employees. On March 9, 1943, to determine the issue, the Shipbuilders filed a petition for investigation and certification of representatives, in Case No. 1-R-1392. Neither the Shipbuilders nor the C. I. O. claimed to represent the employees in the main drafting room covered by the contract between the Company and the Association, nor did either of them seek to include these employees in any proposed bargaining unit. On April 19, 1943, the Association, having learned of the pending petition, advised the Regional Director that the Association represented the "draftsmen" at the Company's Groton plant and did not consider itself a necessary party to the controversy between the Shipbuilders and the C. I. O.

¹ Drafting employees in the plant departments were not then generally called draftsmen, but were known as specialists in their respective departments.

² By its terms, the contract covered only "employees directly under the supervising contractor and the Chief Engineer, with the exception of the Supervisory Staff, secretarial staff, vault, and blueprint employees."

The employees covered by the contract were draftsmen, tracers, and blueprint boys or beginners. Drafting clerks presently perform the work formerly performed by blueprint boys.

On April 21, 1943, a hearing was held upon the petition. The Company, the Shipbuilders, and the C. I. O. appeared and participated. The Association did not appear. On April 29, 1943, the Association advised the Shipbuilders that its agreement with the Company expired on June 23, 1943, and that the Association intended in a proposed new agreement to include under its coverage all draftsmen, tracers, drafting room employees other than draftsmen, and drafting room stenographers. On May 21, 1943, the Shipbuilders advised the Association that, in view of the pending dispute between the Shipbuilders and the C. I. O. concerning the appropriate unit, the Shipbuilders was unable to take any position with respect to the bargaining unit proposed by the Association, but would reserve all its rights in the matter.

On June 14, 1943, pursuant to the petition filed by the Shipbuilders in Case No. 1-R-1392, the Board issued a Decision and Direction of Elections,³ in which the Board, *inter alia*, directed that separate elections should be held (1) among clerical employees, and (2) among production and maintenance employees at the plant, excluding, *inter alia*, draftsmen, to determine whether or not employees in each group, respectively, desired to be represented by the Shipbuilders or by the C. I. O. Upon the results of these separate elections, the Board decided to predicate its determination whether employees in each such group should constitute a separate unit or whether employees in both groups should constitute a single bargaining unit. When the results of the election disclosed that employees in the clerical group and employees in the production and maintenance group, respectively, had selected the Shipbuilders as their sole bargaining representative, the Board, on July 8, 1943, certified the Shipbuilders as exclusive bargaining representative of the Company's production and maintenance employees, including the clerical employees, and excluding, *inter alia*, draftsmen. The Shipbuilders and the Company thereafter entered into bargaining negotiations with respect to the employees covered in the production, maintenance, and clerical unit found to be appropriate by the Board.

Drafting employees in the plant departments and drafting room stenographers were eligible to vote in these recent elections held among the Company's employees. Employees in both categories have been included in a plant-wide bargaining unit since 1938. The Association did not file the petition herein until almost a month after the Board had certified the Shipbuilders as the exclusive representative of the Company's production, maintenance, and clerical employees in the plant-wide unit. For the reasons noted above, and

³ 50 N. L. R. B. 438.

upon the entire record in this case, we find that the unit proposed by the Association is not an appropriate bargaining unit.⁴

The Company does not contest the claim of the Association to represent the draftsmen, tracers, and drafting room clerks in the unit for which the Company has recognized the Association as sole bargaining representative since 1941. The Shipbuilders does not claim to represent any employees in this group. For this reason it does not appear that there is at this time any question concerning the representation of the Company's employees in any appropriate bargaining unit. Under these circumstances, we shall dismiss the petition filed by the Association herein.

ORDER

Upon the basis of the above findings of fact and the entire record in this proceeding, the National Labor Relations Board hereby orders that the petition for investigation and certification of representatives of employees of Electric Boat Company, Groton, Connecticut, filed by Marine Draftsmen's Association, Port of New London, be, and it hereby is, dismissed.

⁴ *Matter of Standard Oil Company (Indiana)*, 54 N. L. R. B. 454.