

In the Matter of WESTERN AERONAUTICAL SUPPLY MFG. CO., INC. and
INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE 94, FOR
AND ON BEHALF OF ITS AFFILIATED LOCALS, AFL.

Case No. 21-R-2189.—Decided February 17, 1944

Mr. A. Mawson Smith, of Los Angeles, Calif., for the Company.

Messrs. Roscoe Ickes and Gerald Gordon, of Los Angeles, Calif.,
for the I. A. M.

Katz, Gallagher & Margolis, by *Mr. Milton Tyre*, of Los Angeles,
Calif., and *Mr. Ross P. Althof*, of Los Angeles, Calif., for the U.
A. W.

Mr. Robert E. Tillman, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by International Association of Machinists, District Lodge 94, AFL, herein called the I. A. M., alleging that a question affecting commerce had arisen concerning the representation of employees of Western Aeronautical Supply Mfg. Co., Inc.,¹ Glendale, California, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Charles M. Ryan, Trial Examiner. Said hearing was held at Los Angeles, California, on December 28, 1943. The Company, the I. A. M., and United Automobile Workers of America, Local 683, CIO, herein called the U. A. W., 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 rulings of the Trial Examiner made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded opportunity to file briefs with the Board.

¹ In the formal papers of this proceeding the Company is designated as "Western Aeronautical Supply Mfg Co." Its name appears in the caption and body of this decision as it was corrected at the hearing

The Company and the U. A. W. moved at the hearing to dismiss the petition of the I. A. M. because of an existing contract between them covering the employees in the unit sought by the I. A. M. Ruling on the motions was reserved for the Board. For the reasons set forth in Section III, *infra*, the motions to dismiss are hereby denied.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Western Aeronautical Supply Mfg. Co., Inc., a California corporation, maintains its principal office and place of business in Glendale, California, where it is engaged in the manufacture of aircraft bolts and screw machine products for the aircraft industry. The chief raw materials used by the Company in its operations are steel, aluminum, and brass. The Company purchases 150 tons of such materials quarterly, all of which originate outside the State of California. The Company manufactures 40,000 pounds of products per month, all of which are sold to the United States Government. We find that the Company is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

International Association of Machinists, District Lodge 94, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

United Automobile Workers of America, Local 683, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On October 28, 1943, the I. A. M. wrote the Company a letter, requesting recognition as the collective bargaining representative of the Company's production and maintenance employees. The Company replied to the effect that it presently had a contract with the U. A. W. and that recognition would not be granted the I. A. M. unless and until the latter was certified by the Board.

The Company and the U. A. W. allege that a contract which they entered into on April 1, 1941, covering the Company's production and maintenance employees is a bar to the instant proceeding. By its terms, this contract was to be effective for a period of 1 year, after which it was to continue in force subject to termination by either party upon 30 days' written notice. We find that the contract is no bar to a

present determination of representatives, since it has been in operation for more than a year and is now terminable by either party upon notice.²

A statement of a Field Examiner of the Board, introduced into evidence at the hearing, as supplemented by a statement of the Trial Examiner made at the hearing, indicates that the I. A. M. 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

A. *Contentions of the parties*

The I. A. M. requests a unit of all machinists, maintenance and production employees, including inspectors, leadmen, coordinators, working foremen, and plant clerical employees, but excluding guards, office employees, and supervisory employees with the right to hire and discharge. The U. A. W. agrees that such a unit is appropriate. The Company, on the other hand, objects to the proposed unit to the extent that it seeks to include inspectors, coordinators, clerical employees, and certain supervisory employees.

B. *History of collective bargaining*

In February 1941; the Company and the U. A. W. entered into a consent election agreement in which the following unit was specified: all employees of the Company, excluding office workers, inspectors, supervisory employees, guards, and officials who have the right to hire or discharge. As provided by the agreement, an election was held among the employees in the specified unit, and was won by the U. A. W. Subsequently, the U. A. W. and the Company entered into the contract discussed in Section III, *supra*. This contract covered the employees who were included in the above-mentioned consent election unit.

C. *Disputed categories of employees*

Inspectors: The above-related facts on the history of collective bargaining indicate that the inspectors have been excluded from the bar-

² See *Matter of Phelps-Dodge Refining Corporation*, 40 N. L. R. B. 1159, 1161, and cases cited therein.

³ The Field Examiner stated that the I. A. M. submitted to him 160 authorization cards and slips; and that 118 of the cards bore apparently genuine original signatures which were the names of persons whose names appeared on the Company's pay rolls of November 5 and 18, 1943, which listed 289 employees in the unit alleged to be appropriate.

The Trial Examiner stated that the I. A. M. submitted 20 additional authorization cards to him at the hearing, 10 of which bore apparently genuine original signatures which were the names of persons whose names appeared on the above-mentioned pay rolls.

gaining unit of the Company's production and maintenance employees since February 1941. Now, however, both the U. A. W. and the I. A. M. desire to include inspectors in the unit. The Company opposes their inclusion.

The Company employs approximately 60 inspectors in its inspection department. The department is located with the shipping department in a building separate from those where manufacturing operations are carried on. Over both departments is a chief inspector who is the head of a supervisory hierarchy of inspectors which parallels the hierarchy of production supervisors. There are several classifications of non-supervisory inspectors. The majority of the inspectors are employed in the inspection department where they perform various tests on all finished articles. Others are stationed in the plant where they watch over production operations. Deficiencies in the quality of products are called to the attention of production foremen, and attempts are made to correct faulty operations of individual operators. The inspectors are hourly paid, and are subject to the same wage formula as are production employees. Vacation, overtime pay, leave of absence and other policies of the Company affecting working conditions are equally applicable to inspectors and production employees. The Company does not consider its inspectors to be technical employees. We find that inspection is an integral part of the Company's production process, and we shall include non-supervisory inspectors in the production and maintenance unit.

Plant clerical employees: The contract unit, as set forth above, specifically excludes office workers. The vice president of the Company testified that both the Company and the U. A. W. had treated this as excluding all clerical employees, whether in the office or in the plant. This testimony was not denied by the U. A. W. However, both the U. A. W. and the I. A. M. desire to include in the unit clerical employees working in the plant and to exclude those employed in the office. The Company contends that all clerical employees should be excluded. The vice president of the Company testified that many clerical employees working in the plant were there solely because of lack of office space.

Inasmuch as the only labor organizations involved desire that plant clerical employees be included in the production and maintenance unit, and since such employees, unlike the office clerical employees, have much in common with the production and maintenance employees, we shall include plant clerical employees in the unit. However, in view of the evidence that certain office employees are working in the plant solely because of lack of office space, we shall provide specifically for the inclusion of plant clerical employees attached to production and maintenance departments. We shall exclude office employees who are merely housed in the plant.

Coordinators: The contract unit does not specifically refer to coordinators, nor does the record indicate whether or not they were bargained for by the U. A. W. These employees come under the supervision of the plant coordinator, whose authority parallels to a certain extent that of the plant superintendent. The coordinators act as advisors to, and liaison men between, the various departments. It is their objective to coordinate all operations so that the plant will operate on a maximum efficiency basis. Although the scope of their supervisory powers is not clear from the record, nevertheless the record does clearly indicate that the coordinators, in the performance of their duties, are carrying out a management function. For this reason, we shall exclude coordinators from the unit.

Supervisory employees: The unit as agreed upon by the I. A. M. and U. A. W. would include leadmen and working foremen. The record indicates that the Company has no "leadmen" in the normally accepted meaning of that term. It does employ two men who call themselves leadmen in the milling machine department. Each works alone on a milling machine and has no one to lead or supervise. The Company has no objection to their belonging in the unit. It is obvious from these facts that the two so-called leadmen are actually only production and maintenance employees, who, as such, will be included in the unit.

The I. A. M. explained that by using the term "working foreman," it intended to include supervisors who worked with the employees more than 50 percent of the time. The Company has no classification of working foremen, and the vice president of the Company testified without contradiction that all supervisory employees of the Company have authority to hire and discharge. We shall not, therefore, provide for the inclusion of working foremen in the appropriate unit.

We find that all production and maintenance employees of the Company, including non-supervisory inspectors and plant clerical employees attached to plant departments, but excluding guards, office employees (including those located in the plant), coordinators, and all 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 therein.

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 Western Aeronautical Supply Mfg. Co., Inc., Glendale, California, an election by secret ballot shall be conducted as early as possible, but not later than (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Twenty-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 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 those employees 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 International Association of Machinists, District Lodge 94, AFL, or by United Automobile Workers of America, Local 683, CIO, for the purposes of collective bargaining, or by neither.