

In the Matter of PACIFIC PUMP WORKS and UNITED STEELWORKERS OF
AMERICA, LOCAL 2018, CIO

Case No. 21-R-2229.—Decided February 17, 1944

Mr. Thomas L. Moody, of Bradford, Pa., and *Mr. A. R. Weis*, of
Huntington Park, Calif., for the Company.

Mr. John A. Despol, of Maywood, Calif., for the Union.

Mr. William Strong, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by United Steelworkers of America, Local 2018, CIO, herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Pacific Pump Works, Huntington Park, California, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Maurice J. Nicoson, Trial Examiner. Said hearing was held at Los Angeles, California, on January 18, 1944. The Company and the Union appeared and participated. All parties 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 an 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

Pacific Pump Works, a California corporation, is engaged in the manufacture and sale of pumps and aircraft parts. The Company uses raw materials valued at approximately \$685,000 annually, about 80 percent of which is shipped to it from points outside the State of California, and manufactures finished products valued in excess of

\$2,000,000 annually, about 90 percent of which is sent to points outside that State.

The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATION INVOLVED

United Steelworkers of America, Local 2018, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On about November 17, 1943, the Union informed the Company that it represented a majority of the Company's guards and sought to bargain on their behalf. The Company refused to bargain with the Union on the ground that it, the Company, did not consider it reasonable for one labor organization to represent both production workers and guards.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the Union represents a substantial number of employees in the unit hereinafter found appropriate.¹

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 Union seeks a unit composed of the Company's militarized guards, excluding the chief. The Union represents the Company's production and maintenance employees in a unit which does not include the guards. It now seeks a separate unit for the guards, who are uniformed, armed, and members of the auxiliary military police. The Company asserts that the same labor organization should not represent both production and maintenance employees, and guards.

The Company claims, in part, that the guards have supervisory duties, in the sense that they exercise a certain amount of control over plant ingress and egress by individuals, in the protection of company property, and as disciplinarians of unruly or dangerous persons. It admits that they have no supervision over the work of other employees. The guards here involved perform functions and have duties usually associated with plant guards. We find no merit to the Com-

¹The Field Examiner reported that the Union submitted six authorization cards; that the names of all persons appearing on the cards were listed on the Company's pay roll of December 26, 1943, which contained the names of six employees in the appropriate unit.

pany's contention that they should be excluded as supervisors.² We have heretofore considered the problem of collective bargaining by militarized guards and reached the conclusion, to which we still adhere, that militarized guards should not be denied the right to bargain collectively, in a separate unit from production and maintenance employees, regardless of the fact that the same labor organization represents employees of the same employer in other units.³

We find that all guards of the Company, excluding the chief and any other supervisory employees who have authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively to 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 payroll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.⁴

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 Pacific Pump Works, Huntington Park, California, 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 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

² We are likewise unimpressed by the Company's contention, and all its concomitant implications, that representation by the Union of both guards and production and maintenance employees would "divide their [the guards] allegiance between the company, the Army, the Navy and their fellow members of the union against whom they, many times, have to proceed." We see no reason to doubt the guards' loyalty to the Company or to assume that the guards will be remiss in their obligations to the employer or will fail to carry out whatever legal functions are assigned to them.

³ See *Matter of Dravo Corporation*, 52 N. L. R. B. 322.

⁴ The Union wants its name to appear on the ballot as, and certification to issue in the name of "Guard Division of Local 2018, United Steelworkers of America, CIO." The Union has within it some 20-odd divisions, each representing a separate unit. The request is granted.

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 or not they desire to be represented by Guard Division of Local 2018, United Steelworkers of America, C. I. O. for the purposes of collective bargaining.