

In the Matter of ALLIS-CHALMERS MANUFACTURING COMPANY, SUPERCHARGER WORKS, and INTERNATIONAL BROTHERHOOD OF FIREMEN & OILERS, LOCAL 125, A. F. L.

In the Matter of ALLIS-CHALMERS MANUFACTURING COMPANY, SUPERCHARGER WORKS, and INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT No. 10, A. F. L.

*Cases Nos. 13-R-2064 and 13-R-2101 respectively.—Decided February 23, 1944*

*Messrs. John L. Waddleton and William J. McGowan, of Milwaukee, Wis., for the Company.*

*Mr. Howard A. Plank, of Chicago, Ill., and Mr. Walter H. Schmidt, of Milwaukee, Wis., for the Firemen & Oilers.*

*Messrs. George Gratz, David J. Fisher, and Claire N. Smith, of Milwaukee, Wis., for the I. A. M.*

*Mr. W. O. Sonnemann, of Milwaukee, Wis., and Mr. Harold Christoffel, of West Allis, Wis., for the C. I. O.*

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

## DECISION

AND

## DIRECTION OF ELECTIONS

### STATEMENT OF THE CASE

Upon petitions and amended petitions duly filed by International Brotherhood of Firemen & Oilers, Local 125, A. F. L., herein called the Firemen & Oilers, and International Association of Machinists, District No. 10, A. F. L., herein called the I. A. M.,<sup>1</sup> respectively, alleging that questions affecting commerce had arisen concerning the representation of employees of the Supercharger Works of Allis-Chalmers Manufacturing Company, at Greenfield, Wisconsin, herein called the Company, the National Labor Relations Board consolidated

<sup>1</sup>The I. A. M. filed a written document in Case No 13-R-2064, in which it specifically waives any right to intervene and disclaims any interest in said proceeding. The Firemen & Oilers filed a similar waiver and disclaimer of interest in Case No. 13-R-2101. These documents are incorporated in the record of these proceedings.

the cases and provided for an appropriate hearing upon due notice before John R. Hill, Trial Examiner. Said hearing was held at Milwaukee, Wisconsin, on December 21 and 22, 1943. The Company, the Firemen & Oilers, the I. A. M., and Local 248, United Automobile, Aircraft & Agricultural Implement Workers of America, C. I. O., herein called the C. I. O., appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence bearing on 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.

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE COMPANY

Allis-Chalmers Manufacturing Company is a Delaware corporation which operates a number of manufacturing plants in several States of the United States. These proceedings concern only the Company's operation at Greenfield, Wisconsin, known as the Supercharger Works, at which the Company is engaged in the manufacture of superchargers for airplanes. During the year 1943 the Company purchased for use at its Supercharger Works raw materials consisting of iron, steel, copper, and aluminum valued in excess of 1 million dollars, of which approximately 90 percent was shipped to the Company from points outside the State of Wisconsin. During the same period the Company sold over 1 million dollars worth of finished products each month, all of which was shipped to points outside the State of Wisconsin. The Company admits that at its Supercharger Works it is engaged in commerce within the meaning of the National Labor Relations Act.

#### II. THE ORGANIZATIONS INVOLVED

International Brotherhood of Firemen & Oilers, Local 125, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

International Association of Machinists, District No. 10, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

Local 248, United Automobile, Aircraft & Agricultural Implement Workers of America, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

## III. THE QUESTIONS CONCERNING REPRESENTATION

By letter dated September 22, 1943, the Firemen & Oilers requested the Company to recognize it as the exclusive bargaining representative of the employees within an alleged appropriate bargaining unit. On or about September 29, 1943, the I. A. M. made a similar request of the Company with respect to certain other employees of the Supercharger Works who, it alleged, comprise an appropriate bargaining unit. In each instance the Company refused to accord such recognition unless and until the Union requesting recognition is certified by the Board.

Statements prepared by the Regional Director, as supplemented by statements made at the hearing by the Trial Examiner, indicate that the Firemen & Oilers represents a substantial number of employees in the Unit hereinafter found to be appropriate in Case No. 13-R-2064, and that the I. A. M. represents a substantial number of employees in the unit hereinafter found to be appropriate in Case No. 13-R-2101.<sup>2</sup>

We find that questions affecting commerce have 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 UNITS

*Contentions of the parties*

The Firemen & Oilers requests a bargaining unit comprised of all employees of Department 25 of the Company's Supercharger Works, known as the Maintenance Department, excluding clerical employees, the superintendent, foremen, and assistant foremen.

The I. A. M. contends that all employees of Department 19 of the Company's Supercharger Works, known as the Tool Room, including indentured apprentices, but excluding clerical employees, the

<sup>2</sup> The following table summarized the Regional Director's statement as supplemented by the statement made by the Trial Examiner at the hearing with respect to the authorization evidence submitted to them :

Designations submitted*	Names on current employment records covering unit in question	Names on valid designations appearing on employment records
13-R-2064		
Firemen & Oilers.....	79	103
C I O.....	77	103
13-R-2101		
Machinists.....	186	215
C. I. O.....	103	215
		81
		7
		155
		47

\*All the designations bore apparently genuine signatures.

superintendent, general foremen, foremen, and assistant foremen, constitute an appropriate bargaining unit.

The C. I. O. denies the appropriateness of the units sought by the Firemen & Oilers and the I. A. M., contending that all production and maintenance employees of the Company's Supercharger Works constitute an appropriate bargaining unit. However, the C. I. O. is not seeking certification on this basis at the present time.

The Company takes a neutral position with respect to the appropriate unit except to contend that the indentured apprentices employed in Department 19 should not be included in any bargaining unit, since they are minors hired by the Company under individual contracts of employment.

*The operations of the Company's Supercharger Works*

The Supercharger Works consists of 4 separate buildings which house the Company's operations. These units are designated as Plant 1, Plant 2, the Forge Shop, and the Garage. Plants 1 and 2, each of which is comprised of a machine shop and an assembly division, are approximately 200 yards apart, but are connected by an enclosed passageway. The Supercharger Works is a self-contained integrated manufacturing unit and all the parts used in the finished product are manufactured within the plant itself. For accounting purposes each department is designated either as a production or a non-production department. There are approximately 12 non-production departments; it appears that many of these departments are known by titles descriptive of their functions, and, in addition, the Company has designated each one by number. The service departments, sometimes referred to as the maintenance group, are under the supervision of a general superintendent and comprise the following numbered non-production departments:

5	Small Tools
13 and 213	Sanitation
19	Tool Room
25	Maintenance
29 and 229	Lubrication
32	Yard
40	Electrical

*As to the unit proposed by the Firemen & Oilers:*

Department 25 is located in Plant 1, adjacent to the production lines, and functions as a departmental unit engaged in the repair and maintenance of buildings and equipment of the Works. While the duties of the employees in Department 25 require them to work in all sections of the Works, they remain under the supervision of Department 25 at all times. The occupational classifications of em-

ployees in Department 25 are machine repairmen, forge repairmen, plumbers, carpenters, and millwrights. There are no other employees within these categories employed elsewhere in the Works. The function of the machine repairmen and forge repairmen is primarily one of maintenance of the production machinery. The other classifications of employees in this department perform maintenance and repair work related to their particular trade. For the reasons stated *infra*, we conclude that the employees in Department 25 constitute an appropriate bargaining unit.

*As to the unit proposed by the I. A. M.:*

Department 19, the Tool Room, is located adjacent to Department 25, from which it is separated by a steel fence. The general function of the Tool Room is the manufacture and repair of jigs, dies, fixtures, and gauges used in the production departments of the Works. The employees of the Tool Room perform all of their work by means of machines located within the department and work outside of the Tool Room only in case of an emergency. These employees range from skilled to semi-skilled workers. The experience required ranges from 6 to 8 weeks' training to an apprenticeship of 4 years. Their rates of pay are comparable to those of production employees possessing equivalent skills. Although some of the work done in the Tool Room is similar to production work, it is dissimilar in that it is not repetitive as in the production work. For reasons hereinafter stated, we conclude that the employees of the Tool Room constitute an appropriate bargaining unit.

The I. A. M. and the Company disagree with respect to the inclusion of indentured apprentices in the machinists' unit. There are eight indentured apprentices employed in the Tool Room of the Supercharger Works. These employees are minors employed by the Company under contracts of indenture between the Company and the parents or guardians of the minors, subject to the approval of the Industrial Commission of Wisconsin. The duties and minimum wages of these employees are determined by the contract. The apprenticeship extends for 4 years, during which time the Company agrees to teach the apprentice a particular trade. The apprentices are transferred from one machine to another within the Tool Room, but never to other departments. The record indicates that the I. A. M. has bargained for indentured apprentices in a number of similar machine shop plants in the Milwaukee area for over 8 years. In collective bargaining contracts covering employees in other plants of the Company indentured apprentices have been excluded by agreement of the parties. The record in the instant case indicates that the I. A. M. represents each of the indentured apprentices presently employed in the Tool Room of the Supercharger Works. The question of the pro-

priety of including indentured apprentices in a bargaining unit has previously been decided by the Board in the *Vilter* case.<sup>3</sup> For reasons stated in the cited case, we shall include the indentured apprentices in the machinists' unit.

The Supercharger Works has been in operation only since June 1942. With the exception of the Power House employees, who are presently represented by the Firemen & Oilers under a collective bargaining contract with the Company, there has been no previous history of collective bargaining with respect to the employees of the Supercharger Works. For the past 2 years, the C. I. O. has made an abortive effort to organize these employees on an industrial basis. The record does not disclose how soon the C. I. O. will be in a position to request certification on this basis. Neither the I. A. M. nor the Firemen & Oilers has extended its organization beyond the department which it claims constitutes an appropriate unit.

Upon the basis of the above facts, and upon the entire record in these proceedings, we conclude that the employees of Department 25 and the employees of Department 19, respectively, constitute identifiable groups of workers to whom collective bargaining should be made an immediate possibility. Our findings in this respect, however, will not preclude a later determination at another stage of self-organization that a more comprehensive unit is appropriate. Accordingly, we find that each of the groups of employees of the Company's Supercharger Works described below constitutes a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:<sup>4</sup>

1. All employees in Department 25, the maintenance department, excluding clerical employees, the superintendent, foremen, assistant foremen, and any other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action;

2. All employees in Department 19, the Tool Room, including indentured apprentices, but excluding clerical employees, the superintendent, general foremen, foremen, assistant foremen, and any other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

<sup>3</sup> *Matter of Vilter Manufacturing Company*, 44 N. L. R. B. 232. In the cited case, the Board said: "We are of the opinion that the contracts of indenture and the laws of the State of Wisconsin will not interfere with the processes of collective bargaining. In any event, the apprentices are employees who may designate collective bargaining representatives within the meaning of Sections 2 (3) and 9 (a) of the Act" See also *Matter of Ampco Metal, Inc.*, 28 N. L. R. B. 1227.

<sup>4</sup> See *Matter of Gardner-Richardson Co.*, 52 N. L. R. B. 1260, and *Matter of Kentucky Fluorspar Co.*, 52 N. L. R. B. 227.

## V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the questions concerning representation which have arisen be resolved by elections by secret ballot among the employees in the appropriate units who were employed during the pay-roll period immediately preceding the date of the Direction of Elections herein, subject to the limitations and additions set forth in the Direction.

Although the C. I. O. indicated at the hearing that it did not desire to participate in any elections which might be directed among the employees within the units proposed by the Firemen & Oilers and the I. A. M., since it submitted evidence indicating that it represents employees within these groups, we shall afford it a place on the ballots in the elections which we hereinafter direct, but shall, upon request made within 7 days from the date of issuance of this Decision, withdraw its name from said ballots.

## DIRECTION OF ELECTIONS

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 Allis-Chalmers Manufacturing Company, Supercharger Works, Greenfield, Wisconsin, separate elections 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 Thirteenth 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 units described below, who were employed during the pay-roll period immediately preceding the date of this Direction, including in each unit 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:

(1) All employees in Department 25, the maintenance department, of the Company's Supercharger Works, excluding clerical employees, the superintendent, foremen, assistant foremen, and any other supervisory employees with authority to hire, promote, discharge, discipline,

or otherwise effect changes in the status of employees, or effectively recommend such action, to determine whether they desire to be represented by International Brotherhood of Firemen & Oilers, Local 125, A. F. L., or by Local 248, United Automobile, Aircraft & Agricultural Implement Workers of America, C. I. O., for the purposes of collective bargaining, or by neither;

(2) All employees in Department 19, the Tool Room, of the Company's Supercharger Works, including indentured apprentices, but excluding clerical employees, the superintendent, general foremen, foremen, assistant foremen, and any other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, to determine whether they desire to be represented by International Association of Machinists, District No. 10, A. F. L., or by Local 248, United Automobile, Aircraft & Agricultural Implement Workers of America, C. I. O., for the purposes of collective bargaining, or by neither.