

In the Matter of WILLYS OVERLAND MOTORS, INC. *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, LOCAL 12 (UAW-CIO)

Case No. 8-R-1372.—Decided March 10, 1944

Mr. James F. Holden, of Toledo, Ohio, for the Company.

Messrs. David A. Guberman and Melvin M. Schultz, of Toledo, Ohio, for the CIO.

Mr. William Strong, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, Local 12 (UAW-CIO), herein called the CIO, alleging that a question affecting commerce had arisen concerning the representation of employees of Willys Overland Motors, Inc., Toledo, 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 Toledo, Ohio, on February 4, 1944. The Company and the Union appeared and participated.¹ 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

The Company, a Delaware corporation, has its offices and plant at Toledo, Ohio, where it is engaged in the manufacture of jeeps, shells,

¹ The Mechanics Educational Society of America, Local #4 (CUA), herein called MESA, was duly notified of this proceeding. Its national representative appeared at the hearing and stated the MESA would not participate in any way in this proceeding. Thereafter the MESA sought from the Board extension of time to file briefs, which was granted

aircraft and other war materials. During 1942 the Company received and used at its Toledo plant raw materials valued in excess of \$80,000,000, of which more than 75 percent was shipped from points outside the State of Ohio, and manufactured finished products valued at more than \$130,000,000, more than 90 percent of which was shipped to points outside that State.

There has been no material change in the business of the Company since 1942.

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

II. THE ORGANIZATIONS INVOLVED

International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, Local 12, affiliated with the Congress of Industrial Organizations, and Mechanics Educational Society of America, Local #4 (CUA), are labor organizations admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The Company has refused to grant recognition to the CIO, as the exclusive bargaining representative of certain of the Company's employees on the ground that the Board had previously certified the MESA, and the Company is party to an exclusive recognition, closed-shop contract with MESA covering apparently the same employees.

The MESA was certified by the Board in January 1939 as exclusive representative of some of the employees of the Company in the categories sought to be included in the unit by the CIO.² The contract between the Company and the MESA, executed on February 8, 1943, provides that it is to continue in effect indefinitely until thirty (30) days' notice of desired modification or termination is given by either party on and after 11 months from the effective date of the agreement. The CIO's demands upon the Company were made on November 19, 1943.

The certification of MESA, issued more than 5 years ago, clearly constitutes no bar to this proceeding. The contract between the parties, being of indefinite duration and providing for termination upon 30 days' notice, is likewise no bar.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the CIO represents a substantial number of employees in the unit hereinafter found to be appropriate.³

² *Matter of Willys Overland Motors, Inc.*, 10 N. L. R. B. 160.

³ The Field Examiner reported that the CIO submitted 170 authorization cards, that the names of 112 persons appearing on the cards were listed on the Company's pay roll, which contained the names of 784 employees in the appropriate unit. In view of the fact that the MESA contract provides for a closed shop, this showing is sufficient.

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 substantial agreement with a stipulation of the Company and the CIO, that all maintenance mechanics, maintenance machinists, tool and die makers, tool grinders, and tool inspectors, employed by the Company at its Toledo, Ohio, plant, excluding 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.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 payroll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.⁵

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 Willys Overland Motors, Inc., Toledo, 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

⁴The unit covered by the contract between the Company and MESA is phrased as follows "all maintenance mechanics, maintenance machinists, tool and die makers, tool grinders, and tool inspectors, including all such in Departments 110, 364, 365, 367, 368, 370, 691, 692, 693, 695, 750, 751, and 752." Although the Company and the CIO described the unit in other terms in their stipulation, it appears that they intended to cover the same unit which has been represented by MESA under the contract. It further appears that there are now additional departments containing these categories of employees. Our finding as to the unit is intended to include the same categories as have been covered by the contract, which apparently was intended to include all employees employed by the Company in the described categories.

⁵In view of the prior bargaining history of MESA at this plant, we shall accord it a place on the ballot.

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 the 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 Union, United Automobile, Aircraft & Agricultural Implement Workers of America, Local 12, affiliated with the Congress of Industrial Organizations or by the Mechanics Educational Society of America, Local #4, (CUA) for the purposes of collective bargaining, or by neither.