

IN THE MATTER OF ERIE CONCRETE & STEEL SUPPLY CO., SHIP BUILDING
DIVISION OF ERIE, PA. AND INDUSTRIAL UNION OF MARINE AND SHIP-
BUILDING WORKERS OF AMERICA, AFFILIATED WITH THE CIO

Case No. 6-R-906.—Decided April 8, 1944

Mr. Willard E. McCain, of Erie, Pa., for the Company.

Mr. H. Lee Ratner, of Pittsburgh, Pa., for the CIO.

Messrs. Louis H. Wilderman and *Robert C. Sermon*, of Philadelphia, Pa., for the Boilermakers.

Mr. H. I. Smith, of Pittsburgh, Pa., and *Messrs. Ralph N. Teaxter* and *James M. Addressi*, of Erie, Pa., for the I. A. M.

Mr. H. F. Schade, of Erie, Pa., for the Sheet Metal Workers.

Mr. John F. Glenn, of Erie, Pa., for the Painters.

Mr. N. D. Dunlavey, of Erie, Pa., for the Firemen and Oilers.

Mr. Frank J. Preston, of Erie, Pa., for the I. B. E. W.

Mr. R. U. Wheeler, of Erie, Pa., for the Operating Engineers.

Mr. H. I. Smith, of Erie, Pa., for the Marine Pipe Fitters, Pattern Makers, and Carpenters.

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

DECISION

AND

DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

Upon a petition duly filed by Industrial Union of Marine and Shipbuilding Workers of America, affiliated with the CIO, herein called the CIO, alleging that a question affecting commerce had arisen concerning the representation of employees of Erie Concrete & Steel Supply Co., Ship Building Division of Erie, Pa., Erie, Pennsylvania, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before W. G. Stuart Sherman, Trial Examiner. Said hearing was held at Erie, Pennsylvania, on February 11 and 12, 1944. The Company, the CIO, and United Association of Marine Pipe Fitters, AFL, herein called the Marine Pipe Fitters, International Brotherhood of Electrical Workers of America, AFL, herein called the IBEW, International Brotherhood of Boiler-

makers, Iron Shipbuilders and Helpers of America, AFL, herein called the Boilermakers, International Association of Machinists, AFL, herein called the IAM, United Brotherhood of Carpenters and Joiners of America, AFL, herein called the Carpenters, International Brotherhood of Firemen and Oilers, AFL, herein called the Firemen and Oilers, Brotherhood of Painters, Decorators and Paper Hangers of America, AFL, herein called the Painters, International Union of Operating Engineers, AFL, herein called the Operating Engineers, International Association of Sheet Metal Workers, AFL, herein called the Sheet Metal Workers, and Pattern Makers League of North America, AFL, herein called the Pattern Makers, the latter 10 organizations being herein collectively referred to as the AFL Unions, appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues. At the hearing the AFL Unions moved to dismiss the CIO's petition. The Trial Examiner reserved ruling on said motion for the Board. For reasons stated in Section III, *infra*, the motion is hereby denied. 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

Erie Concrete & Steel Supply Co., a Pennsylvania corporation, owns and operates a plant at Erie, Pennsylvania, known as the Ship Building Division. At this plant the Company is engaged in the construction of vessels for the United States Navy. During the year 1943 the Company purchased various types of raw materials and equipment for use at its Ship Building Division valued in excess of \$750,000, of which over 75 percent was shipped to the Company from points outside the Commonwealth of Pennsylvania. During the same year the approximate total value of the vessels constructed at the Ship Building Division exceeded \$2,500,000, all of which were sold and delivered to points outside the Commonwealth of Pennsylvania. The Company admits and we find that at its Ship Building Division it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Industrial Union of Marine and Shipbuilding Workers of America is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

United Association of Marine Pipe Fitters; International Brotherhood of Electrical Workers of America; International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers of America; International Association of Machinists; United Brotherhood of Carpenters and Joiners of America; International Brotherhood of Firemen and Oilers; Brotherhood of Painters, Decorators and Paper Hangers of America; International Union of Operating Engineers; International Association of Sheet Metal Workers; and Pattern Makers League of North America are labor organizations affiliated with the American Federation of Labor and admit to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On December 2, 1941, the Company and the AFL Unions executed a collective bargaining contract. This contract was to remain in effect for a period of 1 year. In early November 1942, the contracting parties renewed their contract for an additional year. Soon thereafter the Company and the AFL Unions jointly applied to the Shipbuilding Division of the National War Labor Board, herein referred to as the W. L. B., for approval of a general wage increase for the employees covered by the contract. On or about April 4, 1943, the W. L. B. issued an order approving a general wage increase of 8 cents per hour. On April 28, 1943, the CIO filed with the Regional Director of the Board a petition for investigation and certification of representatives of the Company's employees within an alleged appropriate bargaining unit. On May 26, 1943, acting upon the advice of the Board's Acting Regional Director, the CIO formally withdrew its petition.¹ On the same day the Company was officially notified of the withdrawal of the petition by the Acting Regional Director. Also on the same day the Company and the AFL Unions executed a new collective bargaining agreement which superseded the renewed contract. This latter contract is identical with the superseded contract except that it embodies the wage schedule approved by the W. L. B. and by its terms is to "remain in full force and effect for a period of two (2) years from date of signing. Thereafter same may be reopened upon 30 days notice from either party at the expiration of the two year period, or any yearly period thereafter." The record does not reveal whether the CIO thereafter affirmatively renewed its request for recognition until it filed its petition herein on January 13, 1944.

The AFL Unions contend that the May 26, 1943, contract constitutes a bar to this proceeding and urge that the Board dismiss the CIO's

¹ In a letter addressed to the CIO, the Acting Regional Director stated in part: "Unless a request for withdrawal of the petition is made on or before May 29, recommendation for dismissal of the petition will be made."

petition. Under other circumstances we would ordinarily require a union which had withdrawn its petition during the existence of a collective bargaining contract between an employer and a rival labor organization to give the employer new notice of its claim to representation a reasonable time before the renewal or expiration date of the contract.² But, here, the Company and the AFL Unions, on the same day the CIO withdrew its petition prematurely executed a new agreement extending the term of their existing contract for approximately another 17 months. The effect of this action, if sanctioned by the Board, would be to foreclose the CIO from effectively reasserting its claim to representation prior to the expiration date of the superseded contract, thereby defeating the right the Company's employees normally would have to seek a change of bargaining representatives after the lapse of a reasonable time.³ In these circumstances we conclude that the contract of May 26, 1943, between the Company and the AFL Unions is no bar to an immediate determination of representatives.

The AFL Unions also make the contention that because of the existing contract, the limitation upon the expenditure of Board funds set forth in the current Appropriation Act,⁴ deprives the Board of jurisdiction to proceed in this matter. Since, however, the limitation specifically refers to a "complaint case" and therefore has no application to a representation proceeding, we find no merit in this contention.⁵

A statement prepared by a Field Examiner of the Board and introduced into evidence at the hearing indicates that the CIO represents a substantial number of employees within the unit alleged by it to be appropriate.⁶

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 DETERMINATION OF REPRESENTATIVES

The CIO contends that all production and maintenance employees in the Company's Ship Building Division, including timekeepers, but excluding office and clerical employees, and all supervisory employees

² See *Matter of North Range Mining Company*, 47 N. L. R. B. 1306; *Matter of Nashville Bridge Company*, 48 N. L. R. B. 1.

³ See *Matter of Wichita Union Stockyards Company*, 40 N. L. R. B. 369; *Matter of Memphis Furniture Mfg. Co.*, 51 N. L. R. B. 1447; Eighth Annual Report of the National Labor Relations Board, p. 49.

⁴ Labor-Federal Security Appropriation Act, 1944, 57 Stat. 494.

⁵ See *Matter of California Door Company*, 52 N. L. R. B. 68, and subsequent cases.

⁶ The Field Examiner reported that the CIO submitted 78 authorization cards bearing names of persons whose names appear on the Company's pay roll of January 16, 1944, which contains the names of 140 persons within the unit the CIO alleges to be appropriate. The Field Examiner further reported that, although requested, none of the AFL Unions had submitted any evidence of representation among the Company's employees. The AFL Unions rely on their current contract with the Company to support their claims of representation.

within our customary definition, comprise an appropriate bargaining unit. The AFL Unions contend for nine separate units coextensive with the jurisdiction of the nine affiliates involved as set forth in their current collective bargaining contract with the Company.⁷ However, they agree to all exclusions sought by the CIO, but are neutral with respect to the inclusion of timekeepers. The Company takes a neutral position except to urge that timekeepers be excluded from any bargaining unit found to be appropriate.

The Ship Building Division is a relatively new plant of the Company, having been in operation only since June 1941. It is operated as a separate manufacturing unit located approximately 2 miles from the Company's main plant at which the Company is engaged in the manufacture of various types of steel products. There is no interchange of personnel between the two plants and the Company employs no supervisory employees common to both plants. Furthermore, it appears that each plant conducts its own bargaining relations. The parties agree and we find that the Ship Building Division can be considered as a separate entity for the purposes of collective bargaining. The Ship Building Division is roughly divided into three operating

⁷ The AFL Unions seek separate units embracing the following employee classifications:

(a) *Boilermakers*—all employees engaged in boilermakers' work, including acetylene and electric welders, burners, plate hangers-bolters, reamers, drillers, chippers and caulkers, tank testers, riveters, holders on, heaters, passers, loftsman, ship fitters, punch shop roll operators, punch shop jugglers, cold press operators, planers and countersinkers, punchers and shearers, slabmen, slabmen helpers, movers and riggers, riggers and helpers, staging hangers (steel), layerout, flange turners, hookers on, dock men (dry dock work), liner fitters, shear leg operators, stock chasers, fairing-up, impact wrench operators, rivet makers, grinding men, sand blasters, all their helpers, apprentices, and gang leaders, and all employees engaged in blacksmith work including hammer operators and anglesmiths, their helpers, apprentices, and gang leaders.*

(b) *Carpenters*—all employees engaged in carpenter work, including shipwrights, boat builders, caulkers, joiners, all their helpers, apprentices, and gang leaders

(c) *Electricians*—all employees engaged in the electrical work, including wiremen, armature winders, and switchboard operators, all their helpers, apprentices, and gang leaders

(d) *Operating engineers*—all employees engaged in the operation of steam engines and cranes, including power plant engineers, locomotive engineers, locomotive cranemen, hoisting engineers, overhead cranemen, and locomotive brakemen, all their helpers, apprentices, and gang leaders.

(e) *Firemen and oilers*—all firemen, oilers, watertenders, their helpers, and gang leaders.

(f) *Machinists*—all employees engaged in the manufacture, erection, repair, and installation of machinery, their apprentices, helpers, and gang leaders.

(g) *Pipe fitters*—all employees engaged in pipe fitting work, their apprentices, and gang leaders

(h) *Painters*—all painters, including red lead men, spray painters, finishers, sign painters, and sandblast operators who do work incidental to painting, their apprentices, helpers, and gang leaders.

(i) *Sheet metal*—all employees engaged in the manufacture, erection, and installation of sheet metal products of 10-gauge and under, including the installation of galleys, their apprentices, helpers, and gang leaders.

*From the record it is not clear whether it is the desire of the Boilermakers to represent the employees engaged in blacksmith work as a separate unit or as a part of its proposed boilermakers' craft unit. Since it appears that the Company employs only one blacksmith who has been represented by the Boilermakers, we have, as set forth above, listed all classifications sought by the Boilermakers in one proposed unit. All other proposed units are identical with the group classifications set forth in the wage schedule provision of the AFL Unions' contracts.

units, namely: (1) the fabricating shop, (2) the building ways, and (3) the outfitting dock. The construction of a ship proceeds substantially in the following manner: Various component parts of the vessel are manufactured in the fabricating shop from whence they proceed to the building ways where they are assembled to form the hull of the ship which, when assembled, is towed to the outfitting dock where it is completed, outfitted, and made ready for sea duty. The following employee classifications are involved in the initial operation or fabrication of the ship: loftsmen, layer-outers and their assistants, welders, burners, scalers, painters, and laborers, all of whom, except the painters, are claimed by the Boilermakers. The employees engaged in assembling the ship's hull are classified as erectors or weld fitters and their helpers, tackers, and welders, all of whom are within the Boilermakers' proposed unit. After the ship's hull is completely welded, it is launched from the ways by a crew of laborers assisted by employees known as riggers. The Boilermakers also claims to represent these employees. When the hull of the ship reaches the outfitting dock, the various other craft groups such as machinists, pipe fitters, electricians, carpenters, painters, and sheet metal workers outfit and complete the construction of the ship.

The Company's contractual relations, discussed in Section III, *supra*, have purportedly been with the 10 American Federation of Labor affiliates who are parties to this proceeding and each of whom is named as a contracting party in the 2 union-shop contracts in evidence. In each of the afore-mentioned contracts wage scales appear under 13 headings, namely, "Gang Foremen or Leading Men All Departments," "Blacksmiths," "Boilermakers," "Carpenters," "Electricians," "Engineers," "Firemen, Oilers & Watertenders," "Machinists," "Marine Pipe Fitters," "Painters," "Sheet Metal Workers & Copper-smith," "Helpers (all trades)," "Laborers," and "Pattern Makers."⁸ These contracts provide that,

Each organization covered by this agreement shall have a committeeman in each department to handle grievances arising therein; and there shall be a general committee selected, one from each organization. It shall be the duty of the general committee to handle such grievances and other matters that have not been satisfactorily adjusted by the department committee.

They further provide that,

The Unions agree that in the event any jurisdictional dispute shall arise * * * over the work or any classification of employment * * * such dispute shall be settled by the Unions

⁸ The parties stipulated that the Company has never employed any pattern makers in its Ship Building Division.

in accordance with the practices of the American Federation of Labor * * *

All other provisions such as hours of employment, overtime, vacations, and other conditions of employment, are set out generally for all employees. Furthermore, each of the contracts, as noted before, is single, having been made by the Company with the AFL Unions as one party. In this situation considering the inconclusive history of collective bargaining and the conflicting contentions of the parties, we shall permit the scope of the bargaining unit or units to be determined, in part, by the desires of the employees involved as reflected by the means of separate elections.⁹

We are of the opinion that the employees in the units proposed by the AFL Unions, subject to certain exclusions which we shall specify below, may appropriately constitute separate bargaining units or be merged in the industrial unit requested by the CIO. The CIO has submitted sufficient evidence of interest with respect to its proposed industrial unit, in the form of signed authorization cards, to warrant placing it on the ballots in the elections which we shall direct. Other than the Pattern Makers, each AFL Union has participated in collective bargaining for the Company's employees under the above-mentioned contracts. Each, therefore, except for the Pattern Makers, has demonstrated a sufficient interest to warrant a place on the ballot in the election hereinafter directed in which it is concerned.

There remains for consideration the composition of the voting groups.

The specific composition of the various proposed units is set forth above. As previously mentioned, the CIO desires to include timekeepers in its proposed unit while the Company requests their exclusion. The record reveals that the Company employs approximately 2 timekeepers whose duties consist of keeping records with respect to the working time of the hourly paid production and maintenance employees. Since their duties are essentially clerical in nature, we shall exclude the timekeepers from the voting groups. Leadmen comprise another borderline category. The AFL Unions and the Company desire the inclusion of leadmen in the proposed units while, at the hearing, the CIO took the position that these employees should be excluded as supervisory employees.¹⁰ It appears that the Ship Building Division employs approximately 24 leadmen, each of whom is in charge of and directs the work of a group of production or maintenance employees. These leadmen work with the employees in their respective groups and possess none of the *indicia* of authority customarily vested

⁹ See *Matter of Basic Refractories, Incorporated*, 55 N. L. R. B. 391; *Matter of Basic Magnesium, Incorporated*, 55 N. L. R. B. 380.

¹⁰ Subsequent to the hearing, the CIO informed the Trial Examiner that it had no objection to the inclusion of leadmen in the appropriate unit.

in supervisory employees. Moreover, it appeals that all leadmen have been included within the AFL Unions' contract units. Since they do not fall within our customary definition of supervisory employees, we shall include leadmen in the appropriate voting groups.

Although the AFL Unions allege that, collectively, their proposed units cover all production and maintenance employees in the Ship Building Division, the record is not clear on this point, and we shall, accordingly, establish a separate voting group to be comprised of the remaining production and maintenance employees, if any.

Upon the basis of the entire record in the case and in accordance with the foregoing findings of fact, we shall direct that elections be held among the employees of Erie Concrete & Steel Supply Co., Ship Building Division of Erie, Pa., within each of the groups described below. There shall be included in each of such voting groups all leadmen in charge of employees comprising the voting group, and there shall be excluded from each of such voting groups, in addition to others specifically mentioned therein, timekeepers, office and clerical employees, 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. The respective voting groups shall be as follows:

(1) All employees engaged in boilermakers' work, including acetylene and electric welders, burners, plate hangers-bolters, reamers, drillers, chippers and caulkers, tank testers, riveters, holders on, heaters, passers, loftsmen, ship fitters, punch shop roll operators, punch shop jugglers, cold press operators, planers and countersinkers, punchers and shearers, slabmen, slabmen helpers, movers and riggers, riggers and helpers, staging hangers (steel), layerout, flange turners, hookers on, dock men (dry dock work), liner fitters, shear leg operators, stock chasers, fairing-up, impact wrench operators, rivet makers, grinding man, sand blasters, all their helpers, apprentices, and gang leaders, and all employees engaged in blacksmith work including hammer operators and anglesmiths, all their helpers, apprentices, and gang leaders, to determine whether they desire to be represented by the Boilermakers or by the CIO, for the purposes of collective bargaining, or by neither:

(2) All employees engaged in carpenter work, including shipwrights, boat builders, caulkers, joiners, all their helpers, apprentices, and gang leaders, to determine whether they desire to be represented by the Carpenters or by the CIO, for the purposes of collective bargaining, or by neither;

(3) All employees engaged in the electrical work, including wiremen, armature winders, and switchboard operators, all their helpers, apprentices, and gang leaders, to determine whether they desire to be represented by the IBEW or by the CIO, for the purposes of collective bargaining, or by neither;

(4) All employees engaged in the operation of steam engines and cranes, including power plant engineers, locomotive engineers, locomotive cranemen, hoisting engineers, overhead cranemen, and locomotive brakemen, all their helpers, apprentices, and gang leaders, to determine whether they desire to be represented by the Operating Engineers or by the CIO, for the purposes of collective bargaining, or by neither;

(5) All firemen, oilers, watertenders, their helpers, and gang leaders, to determine whether they desire to be represented by the Firemen and Oilers or by the CIO, for the purposes of collective bargaining, or by neither;

(6) All employees engaged in the manufacture, erection, repair and installation of machinery, their apprentices, helpers, and gang leaders, to determine whether they desire to be represented by the IAM or by the CIO, for the purposes of collective bargaining, or by neither;

(7) All employees engaged in pipe fitting work, their apprentices, and gang leaders, to determine whether they desire to be represented by the Marine Pipe Fitters or by the CIO, for the purposes of collective bargaining, or by neither;

(8) All painters, including red leadmen, spray painters, finishers, sign painters, and sandblast operators who do work incidental to painting, their apprentices, helpers, and gang leaders, to determine whether they desire to be represented by the Painters or by the CIO, for the purposes of collective bargaining, or by neither;

(9) All employees engaged in the manufacture, erection, and installation of sheet metal products of 10-gauge and under, including the installation of galleys, their apprentices, helpers, and gang leaders, to determine whether they desire to be represented by the Sheet Metal Workers or by the CIO, for the purposes of collective bargaining, or by neither;

(10) All remaining production and maintenance employees, if any, to determine whether or not they desire to be represented by the CIO, for the purposes of collective bargaining.

We will make no final determination as to the appropriate unit or units pending the results of the elections. Those eligible to vote in the elections which we shall direct shall be the employees of the Company described in the voting groups above 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 therein.

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 Erie Concrete & Steel Supply Co., Ship Building Division of Erie, Pa., Erie, Pennsylvania, 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 Sixth 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 voting groups described below 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; and further including in each voting group the leadmen in charge of the employees comprising such voting group, but excluding any employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the elections and further excluding all office and clerical employees, timekeepers, 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:

(1) All employees engaged in boilermakers' work, including acetylene and electric welders, burners, plate hangers-bolters, reamers, drillers, chippers and caulkers, tank testers, riveters, holders on, heaters, passers, loftsmen, ship fitters, punch shop roll operators, punch shop jugglers, cold press operators, planers and countersinkers, punchers and shearers, slabmen, slabmen helpers, movers and riggers, riggers and helpers, staging hangers (steel), layerout, flange turners, hookers on, dock men (dry dock work), liner fitters, shear leg operators, stock chasers, fairing-up, impact wrench operators, rivet makers, grinding men, sand blasters, all their helpers, apprentices, and gang leaders, and further including all employees engaged in blacksmith work, including hammer operators and anglesmiths, all their helpers, apprentices, and gang leaders, to determine whether they desire to be represented by the International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers of America, AFL, or by Industrial Union of Marine and Shipbuilding Workers of America, CIO, for the purposes of collective bargaining, or by neither;

(2) All employees engaged in carpenter work, including shipwrights, boat builders, caulkers, joiners, their helpers, apprentices, and gang leaders, to determine whether they desire to be represented by the United Brotherhood of Carpenters and Joiners of America, AFL, or by Industrial Union of Marine and Shipbuilding Workers

of America, CIO, for the purposes of collective bargaining, or by neither;

(3) All employees engaged in the electrical work, including wiremen, armature winders, and switchboard operators, their helpers, apprentices, and gang leaders, to determine whether they desire to be represented by the International Brotherhood of Electrical Workers of America, AFL, or by Industrial Union of Marine and Shipbuilding Workers of America, CIO, for the purposes of collective bargaining, or by neither;

(4) All employees engaged in the operation of steam engines and cranes, including power plant engineers, locomotive engineers, locomotive cranemen, hoisting engineers, overhead cranemen, and locomotive brakemen, their helpers, apprentices, and gang leaders, to determine whether they desire to be represented by the International Union of Operating Engineers, AFL, or by Industrial Union of Marine and Shipbuilding Workers of America, CIO, for the purposes of collective bargaining, or by neither;

(5) All firemen, oilers, watertenders, their helpers, and gang leaders, to determine whether they desire to be represented by the International Brotherhood of Firemen and Oilers, AFL, or by Industrial Union of Marine and Shipbuilding Workers of America, CIO, for the purposes of collective bargaining, or by neither;

(6) All employees engaged in the manufacture, erection, repair and installation of machinery, their apprentices, helpers, and gang leaders, to determine whether they desire to be represented by the International Association of Machinists, AFL, or by Industrial Union of Marine and Shipbuilding Workers of America, CIO, for the purposes of collective bargaining, or by neither;

(7) All employees engaged in pipe fitting work, their apprentices, and gang leaders, to determine whether they desire to be represented by the United Association of Marine Pipe Fitters, AFL, or by Industrial Union of Marine and Shipbuilding Workers of America, CIO, for the purposes of collective bargaining, or by neither;

(8) All painters, including red leadmen, spray painters, finishers, sign painters, and sandblast operators who do work incidental to painting, their apprentices, helpers, and gang leaders, to determine whether they desire to be represented by the Brotherhood of Painters, Decorators and Paper Hangers of America, AFL, or by Industrial Union of Marine and Shipbuilding Workers of America, CIO, for the purposes of collective bargaining, or by neither;

(9) All employees engaged in the manufacture, erection, and installation of sheet metal products of 10-gauge and under, including the installation of galleys, their apprentices, helpers, and gang leaders, to determine whether they desire to be represented by the Inter-

national Association of Sheet Metal Workers, AFL, or by Industrial Union of Marine and Shipbuilding Workers of America, CIO, for the purposes of collective bargaining, or by neither;

(10) All remaining production and maintenance employees, if any, to determine whether or not they desire to be represented by the Industrial Union of Marine and Shipbuilding Workers of America, affiliated with the Congress of Industrial Organizations, for the purposes of collective bargaining.

CHAIRMAN MILLIS took no part in the consideration of the above Decision and Direction of Elections.