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In the Matter of HOWARD B. JONES COMPANY and DIE & TOOL MAKERS  
LODGE NO. 113 OF INTERNATIONAL ASSOCIATION OF MACHINISTS,  
AFFILIATED WITH THE A. F. OF L.

*Case No. 13-R-2218.—Decided April 11, 1944*

*Mr. Paul R. Conaghan*, of Chicago, Ill., for the Company.

*Mr. P. L. Siemiller*, of Chicago, Ill., for the Machinists.

*Messrs. Irving Crane and Pat Amato*, of Chicago, Ill., for the U. E.

*Miss Irene R. Shriber*, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon amended petition duly filed by Die & Tool Makers Lodge No. 113 of International Association of Machinists, affiliated with the A. F. of L., herein called the Machinists, alleging that a question affecting commerce had arisen concerning the representation of employees of Howard B. Jones Company, Chicago, Illinois, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before George S. Freudenthal, Jr., Trial Examiner. Said hearing was held at Chicago, Illinois, on February 18, 1944. The Company, the Machinists, the United Electrical Radio & Machine Workers of America, Local 1150, affiliated with the Congress of Industrial Organizations, herein called the U. E., 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. At the hearing, the U. E. and the Company moved to dismiss the petition of the Machinists on the ground that the unit it seeks to establish is inappropriate in view of the plant-wide collective bargaining history. For the reasons stated in Section III, *infra*, the motion to dismiss is hereby granted. All parties were afforded opportunity to file briefs with the Board.

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE COMPANY

Howard B. Jones Company of which Howard B. Jones is the individual proprietor, maintains and operates a factory and office in Chicago, Illinois. It manufactures electrical connecting devices. During the last 6 months of 1943, the Company purchased raw materials valued in excess of \$50,000, of which approximately 50 percent was purchased outside the State of Illinois. During the same period the Company sold finished products in excess of \$1,000,000, approximately 80 percent of which was shipped outside the State of Illinois. Substantially all of the Company's production is for war purposes.

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

#### II. THE ORGANIZATIONS INVOLVED

Die & Tool Makers Lodge No. 113, of International Association of Machinists, affiliated with the A. F. of L., is a labor organization admitting to membership employees of the Company.

United Electrical, Radio & Machine Workers of America, Local 1150, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

#### III. THE ALLEGED APPROPRIATE UNIT

The Machinists in its petition requests a unit embracing all the toolroom employees of the plant, which includes journeymen, apprentices, a turret lathe operator, and a lathe hand. The U. E. and the Company contend that the proposed unit is inappropriate by reason of the collective bargaining history on a plant-wide basis, in which the toolroom employees have participated.

The Company has been dealing with the U. E. since the U. E. was selected as the exclusive bargaining representative of the Company's production and maintenance employees, including the toolroom employees, in a consent election held on September 10, 1941. The parties have executed several collective bargaining contracts, the last having been entered into on January 22, 1943, for the term of 1 year with provision for automatic renewal for similar periods unless either party gives written notice to the other 60 days before the expiration date, requesting a change. In addition to setting forth the terms and conditions of employment for all employees, including the employees of the toolroom, the last contract specifically provides

for the wage rates of the toolroom employees. The contract was signed by a toolroom employee as representative of the U. E. On November 1, 1943, the U. E. notified the Company of its desire to alter certain provisions in said contract and negotiations were promptly entered into by the parties. The record discloses that the toolroom steward was present at one of the bargaining conferences and that after November 1 several of the toolroom employees attended U. E. meetings which were held in connection with the pending negotiations. During the last week of December 1943, an impasse having been reached in the negotiations in regard to certain of the changes proposed by the U. E. to be incorporated in the new contract, the Company and the U. E. entered into an unsigned written memorandum setting forth the points that had been agreed upon. The disputed issues, which included wages and check-off, were submitted to the National War Labor Board. By agreement of the Company and the U. E., the contract of January 22, 1943, remains in force until a new contract is executed.<sup>1</sup>

It appears that pending the negotiations for a new contract, several toolroom employees began to manifest an interest in separate representation and on December 1, 1943, the Machinists advised the Company that it represented a majority of the toolroom employees and requested recognition as their exclusive bargaining representative.<sup>2</sup> The Company refused to recognize the Machinists.

Since its recognition of the U. E., the Company has not bargained with or extended recognition to any group or labor organization as the representative of employees in a craft unit. Prior to the initiation of the present proceedings the toolroom employees not only never requested separate bargaining rights but several of their number have been active members of the U. E. and have attended U. E. meetings. Moreover, they have participated in and availed themselves of the benefits of U. E. representation. There has at all times been a separate U. E. steward for the toolroom. In May 1943, the steward on the advice of the president of the U. E. local, led the toolroom employees in a body to the office of their supervisor, and, acting as their spokesman, procured for them certain merit wage increases within the scope of the U. E. contract.

We find no reason, on the basis of the facts and circumstances outlined above, to set the toolroom employees apart from the remainder

<sup>1</sup> We find that the extension agreement is no bar to the present proceedings, since the contract of January 22, 1943, had been reopened and no new agreement reached prior to the date of the Machinists' demand. See *Matter of Michiana Products Corporation*, 54 N. L. R. B. 1332.

<sup>2</sup> The Trial Examiner reported that the Machinists submitted 16 authorization cards, all bearing apparently genuine, original signatures, that the names of 15 persons appearing on the cards were listed on the Company's pay roll of December 15, 1943, which contained the names of 19 employees in the alleged appropriate unit, and that 6 cards were undated, 7 were dated November 1943, and December 1943.

of the Company's employees. While we agree that the toolroom employees are a skilled clearly identifiable, and homogeneous group, these factors are not of sufficient weight to justify the disturbance of a collective bargaining arrangement which appears to have achieved and maintained harmony between the Company and its employees. Since the plant-wide unit was established with the acquiescence of the toolroom employees and there has been a history of collective bargaining on a plant-wide basis between the Company and the U. E., we believe that the unit urged by the Machinists is inappropriate for the purposes of collective bargaining and we so find.<sup>3</sup>

#### IV. THE ALLEGED QUESTION CONCERNING REPRESENTATION

Since, as we have held in Section III, above, the bargaining unit sought to be established by the petition is inappropriate for the purposes of collective bargaining, we find that no question has been raised concerning the representation of employees in an appropriate bargaining unit. Accordingly, we shall dismiss the petition.

#### ORDER

Upon the basis of the above findings of fact, the National Labor Relations Board hereby orders that the petition for investigation and certification of representatives filed by the Die & Tool Makers Lodge No. 113, of International Association of Machinists, affiliated with the A. F. of L., be, and it hereby is, dismissed.

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

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<sup>3</sup> *Matter of Phoenix Manufacturing Company*, 44 N L R B 1388. See *Matter of Procter & Gamble Manufacturing Company*, 52 N L R B 661, cf. *Matter of Bendix Products Division of Bendix Aviation Corporation*, 39 N L R B 81, *Matter of General Electric Company*, 29 N L R B 1066.