

In the Matter of CHRYSLER CORPORATION, NEW CASTLE DIVISION *and*
INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-CIO

Case No. 9-R-1348.—Decided April 12, 1944

Messrs. Rathbone, Perry, Kelly and Drye, by Mr. T. R. Iserman, of New York City, for the Company.

Mr. John Bartee and Mr. Frank Moore, of Indianapolis, Ind., for the Union.

Mr. Joseph W. Kulkis, 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, and Agricultural Implement Workers of America, (UAW-CIO), herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Chrysler Corporation, New Castle Division, New Castle, Indiana, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Allen Sinsheimer, Jr., Trial Examiner. Said hearing was held at New Castle, Indiana, on March 21, 1944. The Company and the Union appeared, participated, and 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

Chrysler Corporation, a Delaware corporation, having its principal office at Detroit, Michigan, operates plants at Detroit, Hamtramck, Warren Township, and Marysville, Michigan; New Castle, Evansville,

and Kokomo, Indiana; Chicago, Illinois; and Los Angeles, California. This proceeding is concerned solely with the plant known as the New Castle, Indiana, plant. The Company is normally engaged in the manufacture of automobiles, automobile parts and accessories, but is engaged at present in the manufacture of munitions and military vehicles for the United States Government. The major portion of raw materials valued in excess of 1 million dollars a year, is shipped to points outside the State of Indiana.

We find that the Company is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATION INVOLVED

International Union, United Automobile, Aircraft, and Agricultural Implement Workers of America, UAW-CIO, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company's New Castle, Indiana, plant.

III. THE QUESTION CONCERNING REPRESENTATION

By letter, dated January 26, 1944, the Union requested the Company to recognize it as the exclusive bargaining representative of the employees within the alleged appropriate unit. On February 1, 1944, the Company denied this request, replying in substance that the Union could not properly represent the employees within the alleged appropriate unit, and that no evidence of the Union's claim to majority representation had been submitted to the Company.

A statement of the Field Examiner of the Board, introduced into evidence at the hearing, indicates that the Union represents a substantial number of employees within the unit hereinafter found to be 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 contends that all timekeepers of the Company employed at New Castle, Indiana, constitute an appropriate unit.

The duties of timekeepers involved herein are similar to timekeepers generally. They watch and check the punching in and out of time cards chiefly for the purpose of seeing that employees do not

¹ The report of the Field Examiner shows that the Union submitted 17 authorization cards bearing apparently genuine signatures; all 17 of the cards bear names appearing on the February 23, 1944, pay roll of the Company, which contains the names of 21 persons within the alleged appropriate unit.

ring in or ring out for each other or for absentees. They go through each department to see that employees are working in their proper jobs or classification. They make out time records and reports, report absences, and distribute pay checks. Timekeepers have a separate department, which is physically separated from other departments. They are hourly paid employees, wear distinct badges and work under their own supervisor, the chief timekeeper. They have no supervisory authority over other employees.

The Company contends that because of the nature of timekeepers' duties, these employees constitute an "adjunct of management" and therefore must be regarded as employers within the meaning and purposes of the Act. So far as the record discloses, however, the employees herein concerned are not charged with administrative discretion nor is any degree of managerial authority delegated to them. They perform their respective tasks under administrative supervision according to precise instructions. We find nothing in the record to justify identification of timekeepers as representatives of management.²

On September 10, 1943, the Company and the Union entered into an exclusive bargaining contract covering the production and maintenance employees at 15 divisions, including New Castle, with certain specified exceptions. Timekeepers were expressly named among these exceptions and thus excluded from coverage under the contract. The Company contends that by the exclusion of the contract the Union is precluded from seeking to bargain for the employees in the proposed unit. While timekeepers are expressly excluded from coverage in the present contract, such exclusion *per se* cannot preclude the Union, or any other Union, from representing these employees as bargaining agent. We cannot construe the exclusion provision to bar other employees of the Company from the right to bargain collectively in appropriate units with their employer through any bargaining agent whom they may desire to represent them.³ We find that the timekeepers constitute an appropriate bargaining unit.⁴

In the event a unit of timekeepers was found to be appropriate, the parties agreed to the exclusion as supervisory employees the chief timekeeper, Keesling, and his assistant, Kenneth C. Garriott,

² *Matter of Bohn Aluminum & Brass Corporation*, 47 N. L. R. B. 1229; *Matter of Intercontinent Aircraft Corporation*, 50 N. L. R. B. 99. As to the possibility of collusion between timekeepers and employees whose time they keep, adverted to by the Company in its brief, see *Matter of Ingalls Shipbuilding Corporation*, 55 N. L. R. B., No. 113, wherein the Board stated that the remedy for collusion lies implicitly in the power of the Company to discipline and discharge employees.

³ *Matter of Chrysler Corporation, Highland Park*, 44 N. L. R. B. 881.

⁴ *Matter of Bethlehem Steel Company*, 46 N. L. R. B. 1166; *Matter of Virginia Electric and Power Company*, 49 N. L. R. B. 1095; *Matter of Intercontinent Aircraft Corporation*, 50 N. L. R. B. 99.

who is classified as an "A" timekeeper. The Union, however, desires the inclusion of Guy Jackson, also classified as an "A" timekeeper.⁵ The Company took no position with respect to him. The record discloses that Jackson directs and instructs about 7 timekeepers, who are assigned to their posts in the production department by the chief timekeeper. Like Garriott, Jackson receives 5 cents an hour more than the ordinary timekeepers; and according to uncontradicted testimony in the record, has the authority to recommend hiring and discharging. In view of the foregoing, we find that Jackson is a supervisory employee within our usual definition. We shall, therefore, exclude the chief timekeeper and the "A" timekeepers from the unit.

We find that all timekeepers employed at the Company's New Castle, Indiana, plant, excluding the chief timekeeper, "A" timekeepers and all other 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.

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by means of an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.⁶

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 Chrysler Corporation, New Castle Division, New Castle, Indiana, 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 Ninth Region, acting in this matter as agent for the National Labor Relations Board, and sub-

⁵ At the time of the hearing Garriott and Jackson were the only timekeepers falling within this classification.

⁶ The Union requested that it be designated on the ballot as "U. A. W.-C. I. O." This request is hereby granted

ject 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 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 any who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of election, to determine whether or not they desire to be represented by U. A. W.-C. I. O., for the purposes of collective bargaining.