In the Matter of DETROIT MICHIGAN STOVE COMPANY *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-CIO, LOCAL 771

Cases Nos. 7–R–1581 and 7–R–1619, respectively

SUPPLEMENTAL DECISION

AND

CERTIFICATION OF REPRESENTATIVES

April 24, 1944

On January 28, 1944, pursuant to the Decision and Direction of Elections issued on January 11, 1944,[1] as modified by the Board's Order of January 27, 1944,[2] elections by secret ballot were conducted under the direction and supervision of the Regional Director for the Seventh Region (Detroit, Michigan). Subsequent thereto, in the absence of objections by the parties to the results of the election in Plant No. 2, as set forth in a Tally of Ballots which disclosed that International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, Local 771, herein called the C. I. O., had been designated by a majority of the employees in the appropriate unit at Plant No. 2 as their representative for the purposes of collective bargaining, the Board on February 16, 1944, certified the C. I. O. as the exclusive bargaining representative of the employees at Plant No. 2 in the unit therein found to be appropriate.

With respect to the unit in Plant No. 1, the certification for which was deferred pending proceedings under the Board order for further hearing hereinabove referred to, the Tally of Ballots shows that of the

[1] 54 N. L. R. B. 459.

[2] The Board's Order of January 27, 1944, directed that the Regional Director challenge, segregate, and impound the ballots of molders, core makers, and their apprentices employed by the Company at its No. 1 plant, which employees were alleged to be covered by an agreement between the International Molders and Foundry Workers Union of North America, herein called the A. F. of L., and Manufacturers Protective and Development Association, herein called the Association, of which Association the Company is a member. The Order further granted all parties 10 days in which to respond to the request of the A. F. of L., that molders, core makers, and their apprentices at Plant No. 1 be excluded from the appropriate unit, and deferred ruling on the petition of the A. F. of L. to reopen the record for further testimony until the Board had considered the responses to said requests. Thereafter, on February 9, 1944, the Board granted the said petition to reopen and directed further hearing with respect to the issues raised by the said petition.

141 eligible voters in Plant No. 1, there were cast 102 valid votes, of which 81 were for the C. I. O. and 21 against, with 31 impounded ballots.

Concerning the issue raised by the A. F. of L., in its petition that molders, coremakers, and their apprentices be excluded from the plant-wide unit previously found appropriate with respect to Plant No. 1, it appears that while the Company has in recent years entered into two successive exclusive agreements for collective bargaining upon an industrial basis covering both molders and non-craft foundry employees,[3] it has for many years, including the period covered by these and other non-craft agreements,[4] conformed to the terms of a series of collective bargaining agreements relating to the molders, core makers, and their apprentices. These latter agreements, herein called conference agreements, were executed by the A. F. of L. and the Association, of which the Company, as stated above, is at present and has long been a member.

While the conference agreements are not specifically authorized by the constitution and bylaws of the Association, they have, nevertheless been generally accepted and followed by the members thereof, including the Company, from the first agreement in 1891 down to and including the agreement presently outstanding between the parties. Such agreements, although in form members-only contracts and subject in certain respects to modification by individual agreements on the part of the members of the Association,[5] have in fact and in practice covered substantially all matters of importance relating to the craft employees hereinabove referred to.[6] Moreover, although the conference agreements have since 1940 been extended to cover upon a membership basis only the foundry employees other than molders, core makers, and their apprentices, such agreements have remained primarily craft agreements and have not been superseded but rather

[3] The agreements referred to which exist between the Company and a local of the A. F of L., are dated December 23, 1942, and October 8, 1943, provide for collective bargaining upon a company-wide and single-plant basis, respectively.

[4] In addition to the agreements of 1942 and 1943, the Company had, during the period from 1937 to 1942, at least one other collective bargaining agreement covering all production and maintenance employees other than molders, core makers, and their apprentices.

[5] The conference agreements provide for a minimum wage scale to be observed by members of the Association, without, however, any limitation on the right of individual members to enter into supplemental agreements providing specific wage scales for the employees of such members where not inconsistent with the minimum wage scale established by the conference agreements The Board has held that, where substantial and significant matters of collective bargaining are treated on a multiple-employer basis, the existence of a single unit comprising the employees of such employers is not affected by the fact that certain matters not covered by the Association-wide agreement are the subject of negotiation in the individual plants. See *Matter of Central Foundry,* 48 N. L R. B. 5

[6] The terms of the conference agreements, which in practice have been administered as closed-shop contracts with respect to molders, core makers, and their apprentices, include provisions affecting hours of work, the settlement of grievances, and other specific conditions of employment of employees of members of the Association

supplemented by the plant-wide agreements hereinabove mentioned, as indicated by the fact that, while the plant-wide agremeents make no reference to the conference agreements, the former, which lack many of the details usually included in collective bargaining agreements, apparently depend upon the latter for the maintenance of working conditions usual to the industry, but as to which there is no mention in the plant-wide agreements. Furthermore, although it is the apparent contention of the C. I. O. that the plant-wide agreements between the Company and the A. F. of L. have superseded the conference agreements so far as the Company is concerned, and that by reason of the separate contractual relations between the Company and the A. F. of L., the history of collective bargaining upon an Association-wide basis should not be controlling herein,[7] it appears that the Company has continued to perform, subsequent to the execution of the plant-wide agreement of 1942, all the obligations which it assumed by its acceptance of the conference agreements, and that the various clauses regarding working conditions in the conference agreements have remained in effect notwithstanding the execution of both the 1942 and 1943 plant-wide agreements. In addition thereto, the record discloses that, in conformity with the terms of the conference agreements, the Company has continued to distinguish between the molders' group and other production and maintenance employees, particularly in recent negotiations with respect to wage increases for the latter group of employees.[8]

Under the circumstances and in view of the long continued history of collective bargaining upon an Association-wide basis, covering substantive conditions of employment in a clearly defined unit of molders, core makers, and apprentices, we are of the opinion that the facts do not warrant a separation of the molders' group from the Association-wide unit with which it has so long been identified.[9] Accordingly, upon the basis of the additional facts set forth above, we hereby amend our Decision by excluding from the unit therein found appropriate

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[7] In *Matter of Cohn-Goldwater Manufacturing Co* (21–R–2084, Supplemental Decision and Direction, 55 N L R B, No 209), wherein the Board found that a history of collective bargaining on an Association-wide basis did not preclude the finding of an appropriate unit in conformity with the separate bargaining history of the Company, it appeared by contrast with the present proceeding that the contracts resulting from negotiations on an Association-wide basis did not cover employees in any defined unit or include specific substantive conditions of employment at the several plants of members of the Association.

[8] The evidence reveals that an application for a wage increase submitted by the Company and the A F of L local to the National War Labor Board shortly after the execution and in pursuance of the October 8, 1943, industrial agreement, did not cover the molders for the reason that the latter were not among the hourly paid employees on whose behalf the parties had agreed to seek authority for a wage increase, but were piece workers whose wages were subject to negotiation only under the terms of the conference agreements

[9] See *Matter of New Bedford Cotton Manufacturers' Association*, 47 N L R. B 1345; *Matter of Central Foundry Company*, 48 N L R B 5

with respect to the employees of Plant No. 1, the molders, core makers, and their apprentices.

Since the Tally of Ballots indicates that the C. I. O. has been selected by a majority of the employees in the unit for Plant No. 1 other than the molders group, we shall certify the bargaining representative shown to have been selected by a majority of such employees in said plant upon the basis of the Tally of Ballots resulting from the election therein.

CERTIFICATION OF REPRESENTATIVES

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, Sections 9 and 10, of National Labor Relations Board Rules and Regulations—Series 3.

IT IS HEREBY CERTIFIED that International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, Local 771, has been designated and selected by a majority of all production and maintenance employees employed at Plant No. 1 of Detroit Michigan Stove Company, a Michigan corporation, Detroit, Michigan, excluding molders, core makers, and their apprentices and supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action, administrative, office, salaried, and plant-protection employees, as their representative for the purposes of collective bargaining, and that, pursuant to Section 9 (a) of the Act, the said organization is the exclusive representative of all such employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.