

In the Matter of ALLIS-CHALMERS MANUFACTURING COMPANY (SPRINGFIELD WORKS) and ALLIS-CHALMERS WORKERS, DISTRICT 50, UNITED MINE WORKERS OF AMERICA

*Case No. 13-R-2299.—Decided May 2, 1944*

*Mr. W. J. McGowan*, of Milwaukee, Wis., for the Company.  
*Messrs. Scerial Thompson and Hugh White*, of Springfield, Ill., and  
*Mr. Joseph Marchesi*, of Peru, Ill., for the Mine Workers.  
*Meyers and Meyers*, by *Mr. Ben Meyers*, of Chicago, Ill., for the  
C. I. O.  
*Mr. Nathan J. Kaplan*, of Chicago, Ill., for the Weldors.  
*Mr. Seymour J. Spelman*, of counsel to the Board.

DECISION  
AND  
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by Allis-Chalmers Workers, District 50, United Mine Workers of America, herein called the Mine Workers, alleging that a question affecting commerce had arisen concerning the representation of employees of Allis-Chalmers Manufacturing Company (Springfield Works), herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Robert E. Ackerberg, Trial Examiner. Said hearing was held at Springfield, Illinois, on March 14, 1944. The Company, the Mine Workers, United Farm Equipment and Metal Workers of America, Local 120, CIO, herein called the C. I. O., and United Brotherhood of Weldors, Cutters and Helpers of America, Local 68, herein called the Weldors, 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 C. I. O. filed a brief, moving for a dismissal of the petition on the ground that the Mine Workers failed to make a substantial *prima facie* showing of representation. For reasons set forth below, said 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

Allis-Chalmers Manufacturing Company, a Delaware corporation, operates nine plants located in the States of Wisconsin, Pennsylvania, Ohio, Illinois, Massachusetts, California, and Indiana. The present proceeding is concerned solely with two plants located at Springfield, Illinois, and known as the Springfield Works. At the Springfield Works, the Company is engaged in the manufacture, distribution, and sale of tractors and parts, and in the manufacture of war materials. During the year 1943, the Company purchased various raw materials, valued at approximately \$40,000,000, of which at least 50 percent was shipped to the Springfield Works from points outside the State of Illinois. During the same period, the Company's sales of finished products manufactured at the Springfield Works amounted in value to approximately \$86,000,000, of which approximately 90 percent represented shipments to points outside the State of Illinois.

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

#### II. THE ORGANIZATIONS INVOLVED

Allis-Chalmers Workers, District 50, United Mine Workers of America, is an unaffiliated labor organization admitting to membership employees of the Company.

United Farm Equipment and Metal Workers of America, Local 120, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

United Brotherhood of Weldors, Cutters and Helpers of America, Local 68, is an unaffiliated labor organization admitting to membership employees of the Company.

#### III. THE QUESTION CONCERNING REPRESENTATION

In a letter dated January 26, 1944, the Mine Workers claimed to represent a majority of the Company's production and maintenance employees at the Springfield Works, and requested recognition as their exclusive bargaining representative. The Company replied in a letter dated January 29, rejecting the request on the ground that it was obligated to recognize and deal with the C. I. O.

On May 4, 1943, the Company and the C. I. O. entered into a collective bargaining agreement which provided for a term expiring April 15, 1944, with automatic renewal from year to year thereafter "unless within the 10-day period preceding the 30 days prior to any expiration date, notice is given in writing to the other party by the party desiring a change" in the contract. Since the Mine Workers informed the Company of its interest prior to the automatic renewal date, the contract constitutes no bar to a present determination of representatives.

A statement of a Field Examiner of the Board, introduced into evidence at the hearing, indicates that the Mine Workers represent a substantial number of employees in the unit hereinafter found appropriate.<sup>1</sup>

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

Subject to the qualification stated below, the Mine Workers, the C. I. O., and the Company are agreed that the following unit is appropriate for the purposes of collective bargaining: All production and maintenance employees of the Springfield Works, excluding superintendents, assistant superintendents, general foremen, foremen, assistant foremen, assistants to foremen, inspectors (but not checkers), time-study men, timekeepers, draftsmen, office employees, shop clerks, plant guards, nurses, and hospital attendants. The Weldors claims that all

<sup>1</sup>The Field Examiner reported that the Mine Workers submitted 1778 authorization cards; that the names of 972 persons appearing on the cards were listed on the Company's pay roll of February 7, 1944, which contained the names of 3057 employees in the appropriate unit; and that except for 8 undated, the cards were dated from March 1943 through February 1944. At the hearing, the Mine Workers submitted 109 additional authorization cards.

The Weldors submitted 61 authorization cards. The names of 57 persons appearing on the cards were contained in the aforesaid pay roll which contained the names of 178 employees in the alleged appropriate unit. The cards were dated from August 1943 through February 1944.

The C. I. O. moved for a dismissal of the petition on the ground that the Mine Workers failed to make a showing of present substantial representation, and that therefore no question exists concerning the representation of employees of the Company. In support of this motion, the C. I. O. contends that (1) the Field Examiner's report is incompetent evidence because it did not allege that signatures on cards were apparently genuine, (2) that a substantial percentage of the cards do not bear sufficiently recent dates to merit consideration, and (3) the Trial Examiner erred in rejecting its offer of proof that a substantial number of signatures were forgeries. As we have frequently stated, "authorization or membership cards are required, not as proof of the number of employees who desire to be represented by a labor organization, or as a basis for determining the appropriate representative, but simply to provide a reasonable safeguard against the indiscriminate institution of representation proceedings by labor organizations which might have little or no membership in the alleged appropriate unit. The examination and evaluation of these cards is an administrative matter, wholly within the discretion of the Board, and for this reason is not subject to attack by parties to the proceeding." See *Matter of American Finishing Company*, footnote 4, and cases cited therein, 54 N. L. R. B. 996. For these reasons, we have heretofore denied the C. I. O.'s motion to dismiss.

full-time manual welders, cutters, (or burners), welder apprentices and full-time welder helpers, at the Springfield Works, with certain exclusions, constitute a separate appropriate unit. The Mine Workers and the Company expressed no opposition to the unit proposed by the Weldors, but the C. I. O. contends that only a single plant-wide unit is appropriate.

Pursuant to a series of written agreements dating since 1937, the production and maintenance employees at the Company's Springfield Works, including the employees in the unit now proposed by the Weldors, have constituted a single unit for the purposes of collective bargaining. During this 7-year period, the welders, cutters, and burners have been specifically included in the contracts covering the plant-wide unit. The facts disclose that they have participated in the benefits under the contracts, their grievances have been successfully prosecuted by the contracting unions, and the Weldors has never made any attempt to organize them prior to the instant proceeding. The Weldors contends that this bargaining history should not militate against the establishment of a separate unit of welders because (1) at no time prior to the instant proceeding has the propriety of a craft unit been in issue before the Board, and (2) welders have been treated as a special and separate group in collective bargaining.<sup>1</sup> We do not agree. The fact that the propriety of a craft unit has never been in issue does not serve to negative the significance of 7 years of collective bargaining on the basis of a single plant-wide unit, where, as here, the alleged craft group has participated and acquiesced in that single unit bargaining. Nor do we believe it is significant that, in certain phases of collective bargaining, the welders were regarded as a separate group, for it is clear that the bargaining was conducted within the framework of a single plant-wide unit, established by contract; that, for many purposes, the welders group was not singled out for special treatment; and that, for some purposes, other groups within the unit also were accorded special treatment. We therefore believe, and find, that the unit urged by the Weldors is inappropriate for the purposes of collective bargaining.<sup>2</sup>

The unit proposed by the Mine Workers in its petition and agreed to by the C. I. O. and the Company is the same as that provided for in the past collective bargaining agreements covering the Springfield Works, and we are satisfied that it is appropriate for bargaining purposes.

Accordingly, we find that all production and maintenance employees of the Springfield Works, including welders and cutters, but excluding salaried employees, time-study men, timekeepers, draftsmen, office

<sup>2</sup> See: *Matter of American Car & Foundry Company*, 51 N. L. R. B. 1416; *Matter of Harbor Boat Building Company*, 52 N. L. R. B. 658

employees, shop clerks, plant guards, nurses, hospital attendants, inspectors (but not checkers), superintendents, assistant superintendents, general foremen, foremen, assistant foremen, assistants to foremen, and all or any 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 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.

#### 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 Allis-Chalmers Manufacturing Company (Springfield Works), 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 Thirteenth 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 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 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 Allis-Chalmers Workers, District 50, United Mine Workers of America, or by United Farm Equipment and Metal Workers of America, Local 120, CIO, for the purposes of collective bargaining, or by neither.