

In the Matter of COHN-GOLDWATER MANUFACTURING Co. and  
AMALGAMATED CLOTHING WORKERS OF AMERICA, C. I. O.

Case No. 21-R-2084

SECOND SUPPLEMENTAL DECISION  
AND  
CERTIFICATION OF REPRESENTATIVES

May 20, 1944

On November 15, 1943, the National Labor Relations Board issued a Decision and Direction of Election in this proceeding.<sup>1</sup> On April 10, 1944, the Board issued a Supplemental Decision and Direction.<sup>2</sup>

On April 13, 1944, United Garment Workers of America, A. F. of L., herein called the United, alleging that certain findings and conclusions in the Supplemental Decision and Direction were erroneous, filed a motion requesting reconsideration of the Board's finding with respect to the unit appropriate for employees of Cohn-Goldwater Manufacturing Co., Los Angeles, California, herein called the Company, and dismissal of the petition filed herein. The United, *inter alia*, alleges that the Board erred in concluding that extensions of the 1908 agreement between the United and Union Made Garment Manufacturers' Association of America from 1913 to 1943 were oral. We have reviewed the entire record in this proceeding, and we have considered the photostatic copies of undoubtedly authentic written extensions of the 1908 agreement, between the years 1913 and 1943, filed by the United in support of its motion. We conclude that our finding with respect to the oral nature of these extensions was erroneous and subject to proper correction. In the light of this correction, we have reviewed our decision with respect to the unit appropriate for the Company's employees and, on the basis of the entire record herein, we find no reason to alter our conclusions. We therefore affirm our finding with respect to the unit heretofore found appropriate. With the exception of the correction noted above, we otherwise deny the motion of the

<sup>1</sup> 53 N. L. R. B. 645.

<sup>2</sup> 55 N. L. R. B. 1164.

56 N. L. R. B., No. 140.

United for reconsideration of our findings with respect to the issues concerned herein.<sup>3</sup>

On April 21, 1944, pursuant to the Board's Direction issued on April 10, 1944, the Regional Director opened and counted the ballots cast in the election among the Company's employees, and issued and duly served upon the parties a Tally of Ballots. The Tally of Ballots discloses that of 62 eligible voters, 56 employees cast valid votes, of which 16 were cast for the United, 40 were cast for Amalgamated Clothing Workers of America, C. I. O., and none were cast for "neither." There were no challenged ballots; there was one void ballot. No objections have been filed to the conduct of the ballot or to the Tally of the Ballot. Since Amalgamated Clothing Workers of America, C. I. O., has received a majority of valid votes cast by eligible voters in the election, we shall issue our certification herewith.

### 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 Amalgamated Clothing Workers of America, C. I. O., has been designated and selected by a majority of all production and maintenance employees of Cohn-Goldwater Manufacturing Co., Los Angeles, California, at its 750 East Twelfth Street Branch plant, excluding truck drivers, foremen, and 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, as their representatives 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 in respect to rates of pay, wages, hours of employment, and other conditions of employment.

MR. GERARD D. REILLY, concurring specially:

In connection with our supplemental decision we have been favored with a somewhat vigorous brief by the A. F. L., taking exception to the finding contained in the order of April 10th in which we decided that the appropriate bargaining unit was limited to employees of this

<sup>3</sup> We find no merit in the contention of the United that *Matter of Stevens Coal Co.*, 19 N. L. R. B. 98, in which we found a regional unit appropriate, is inconsistent with our conclusions in the instant case. In the cited case anthracite operators in a sharply defined geographical area, engaged in similar work and functioning under similar conditions, acted in unison as an employer in negotiating comprehensive bargaining contracts with the common representative of their respective employees.

company. Contrary to the thesis of the brief, the case was given very careful attention by the Board, and two hearings were held in order to give the intervenor an opportunity to develop its position thoroughly with respect to the alleged association-wide unit. As this supplemental order indicates, there was one error in the findings, but it was not deemed sufficiently material to disturb the ultimate conclusion.

I am of the opinion that the question presented is really a very close one, but that to hold that the multiple employer contract here had conclusively established the inappropriateness of a single employer unit would be going further than we have ever gone in these cases. It must be remembered that the Act itself places a limit upon our discretion in cases of this character, since Section 9 (b) restricts the unit which may be found appropriate to an employer unit, craft unit, plant unit, or subdivision thereof, and it is only in cases where there has been a clear delegation of collective bargaining power to an association of employers that we may deem the association rather than the individual company the employer.<sup>4</sup> One of the difficulties with this case from the intervenor's standpoint is that the position of the company involved here with respect to the delegation of its functions was equivocal to say the least, for at the first hearing it took the ground that its own contract with the union rather than the association contract had fixed the bargaining unit.

It is true, as our earlier decision points out, that very few of the substantive terms and conditions of employment ordinarily included in collective agreements are contained in the association-wide contract. It may be that the custom in this industry is such, however, that the concomitant relationship of prices and wages which the association plan seems to foster leaves less of a scope to individual company bargaining than the documents on their face would appear to indicate. For this reason I would not deem this decision as necessarily standing for the proposition that the "master contract" between the members of the Association and the United Garment Workers is nugatory so far as establishing a multiple employer bargaining unit. In a case in which the position taken by an employer was less equivocal than in the instant case, I think the question should be considered *de novo* and the parties afforded an opportunity for oral argument before the Board.

<sup>4</sup> *Matter of New Bedford Cotton Manufacturers' Association*, 47 N. L. R. B. 1345