

In the Matter of ALLIS-CHALMERS MANUFACTURING COMPANY (SUPER-CHARGER WORKS) and LOCAL 248, UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, C. I. O.

Case No. 13-R-2359.—Decided June 20, 1944

Mr. W. J. McGowan, of Milwaukee, Wis., for the Company.

Mr. W. O. Sonnemann, of Milwaukee, Wis., for the C. I. O.

Mr. P. L. Siemiller, of Chicago, Ill., and *Mr. George Gratz*, of Milwaukee, Wis., for the I. A. M.

Mr. Walter H. Schmidt, of Milwaukee, Wis., for the Firemen & Oilers.

Mr. William C. Baisinger, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by Local 248, United Automobile, Aircraft & Agricultural Implement Workers of America, C. I. O., herein called the C. I. O., alleging that a question affecting commerce had arisen concerning the representation of employees of Allis-Chalmers Manufacturing Company (Supercharger Works), Greenfield, Wisconsin, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Jack G. Evans, Trial Examiner. Said hearing was held at Milwaukee, Wisconsin, on May 15, 1944. The Company, the C. I. O., International Association of Machinists, A. F. of L., herein called the I. A. M., and International Brotherhood of Firemen & Oilers, Local 125, A. F. of L., herein called the Firemen & Oilers, appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence bearing on the issues, and to file briefs with the Board. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 is a Delaware corporation which operates a number of manufacturing plants in several States of the United States. This proceeding concerns only the Company's operation at Greenfield, Wisconsin, known as the Supercharger Works, at which the Company is engaged in the manufacture of superchargers for airplanes. During the year 1943 the Company purchased for use at its Supercharger Works raw materials consisting of iron, steel, copper, and aluminum valued in excess of \$1,000,000, of which approximately 90 percent was shipped to the Company from points outside the State of Wisconsin. During the same period the Company sold over \$1,000,000 worth of finished products each month, all of which was shipped to points outside the State of Wisconsin.

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

II. THE ORGANIZATIONS INVOLVED

Local 248, United Automobile, Aircraft & Agricultural Implement Workers of America, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

International Association of Machinists is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

International Brotherhood of Firemen & Oilers, Local 125, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On or about February 28, 1944, the C. I. O. notified the Company that it represented a majority of the employees of the Supercharger Works in an alleged appropriate unit and requested recognition as their exclusive bargaining representative. By letter dated February 29, 1944, the Company refused to accord the C. I. O. such recognition unless and until it is certified by the Board.

A statement made on the record by the Trial Examiner indicates that the C. I. O. 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

On April 1, 1944, pursuant to the results of elections directed by the Board in a prior representation proceeding involving the Company's Supercharger Works,² the I. A. M. was certified as the exclusive bargaining representative of the employees in Department 19, the Toolroom, and the Firemen & Oilers was certified as the exclusive bargaining representative of the employees in Department 25, Maintenance.

In the instant case, the C. I. O. originally petitioned for a bargaining unit comprised of all production workers of the Supercharger Works, including tool crib, toolroom, and maintenance employees; however, at the hearing it amended its unit contention by excluding Department 19, the Toolroom, and Department 25, Maintenance,³ in addition to certain other specific categories of employees. As thus amended, the unit sought by the C. I. O. substantially conforms to the unit which the I. A. M. alleges to be appropriate. The Firemen & Oilers claims that the approximately 20 or 25 buffing wheel dressers employed by the Company, who recently have been transferred from

¹ The Trial Examiner's statement is summarized in the following table:

Designations submitted:	Names on current employment records covering alleged appropriate unit	Names on valid designations appearing on employment records*
C. I. O.-----	4, 258	1, 207
I. A. M.-----	3, 820	61

*The authorization cards submitted by the C. I. O. prior to the hearing were spot checked against the Company's pay roll for the last pay-roll period in March 1944. Both the C. I. O. and the I. A. M. submitted a number of cards to the Trial Examiner at the hearing. All parties waived the checking of these cards against the pay roll.

² *Matter of Allis-Chalmers Manufacturing Company, Supercharger Works, et al.*, 54 N. L. R. B., No. 256. In its Decision in the cited case, the Board said, "Upon the basis of the above facts, and upon the entire record in these proceedings, we conclude that the employees of Department 25 and the employees of Department 19, respectively, constitute identifiable groups of workers to whom collective bargaining should be made an immediate possibility. Our findings in this respect, however, will not preclude a later determination at another stage of self-organization that a more comprehensive unit is appropriate."

³ The C. I. O. stated on the record that although it agreed to exclude the employees of Departments 19 and 25 from the bargaining unit it seeks in the instant proceeding, such agreement was made solely for the purposes of this proceeding and was not to constitute a waiver, for future purposes, of its position that a plant-wide unit is appropriate.

Department 25, Maintenance, to production Department 254, are properly a part of the unit for which it is the certified representative and should be excluded from the appropriate unit in this proceeding. The I. A. M. agrees with this contention, whereas the C. I. O. and the Company contend that these employees constitute a part of the larger production unit. The Company claims that all machine and bench inspectors employed in the Supercharger Works should be excluded from the appropriate unit on the ground that they are confidential employees whose interests are allied with management. The C. I. O. and the I. A. M. contend that these employees should be included in the larger production unit.

Thus, with the exception of the two classifications of employees mentioned above, which we shall discuss hereinafter, all parties agree that all employees of the Company employed at its Supercharger Works, Greenfield, Wisconsin, excluding employees engaged in Departments 1 (Administration), 2 (Accounting), 3 (Employment), 4 (Supplies), 4 (Production),⁴ 5 (Plant Engineering), except tool tenders and learners in the tool crib are to be included, 6 (Receiving), except checkers are to be included, 8 (Laboratory), except tool hardener, instrument technician, heat treater, X-ray assistant, furnace operator, lathe operator, milling machine operator, grinder operator, physical test machine operator, and temperature operator are to be included, 14 (Mailing and Stationery), 15 (Hospital), 19 (Toolroom), 25 (Maintenance), 31 (Powerhouse),⁵ 33 (Purchasing), 34 (Plant Protection), 37 (Traffic), 39 (Termination and Priorities), 41 (Order Department), 42 (General Department, Plant 1), 43 (Time study), 44 (Manufacturing Engineering), 45 (Personnel), 46 (Safety), 47 (Telephone), and further excluding executives, the works manager, assistant works manager, superintendent, assistant superintendent, general foremen, foremen, foreladies, assistant foremen and foreladies, matron and head matron in Departments 13 and 213, assistant storekeeper in Department 21, head storekeeper in Departments 22 and 222, stenographer in Department 26, chief clerk, assistant shipping clerk and dispatcher in Departments 27 and 227, draftsmen, secretary and stenographer in Department 28, stenographer in Department 29, chief inspector, assistant chief inspector, lead machine and bench inspectors, lead stenographer and secretary in Department 36, chief electrician in Department 40, typist in Department 250, 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 an appropriate bargaining unit.

⁴ The duplication of numbers apparently is not an error as these departments are so numbered on the classified pay roll introduced into evidence at the hearing.

⁵ The powerhouse employees are represented by the Firemen & Oilers by virtue of a collective bargaining contract now in effect.

The buffing wheel dressers

These employees put abrasive on buffing-wheel machines located in production Department 254. The machines used to perform this abrasive process were originally located in Department 25, but on or about May 1, 1944, the Company moved most of them to Department 254 and at the same time transferred the buffing-wheel dressers from Department 25 to Department 254. According to the Company's Works Manager, this transfer was made for the purpose of increasing efficiency. The operation performed by these employees occupies all their time and is connected with the production process performed in Department 254. We shall include the buffing-wheel dressers in the appropriate unit:

Machine and bench inspectors

The machine and bench inspectors, also known as roving inspectors, perform inspection work throughout the plant under the supervision of the Chief Inspector. Their duties carry them, as the name implies, to various parts of the plant. They differ from the detail inspectors, whom the parties agree to include in the unit, in that the latter work at various operational points in certain designated spaces usually enclosed by railings and have no direct contact with the production workers. Machine and bench inspectors, on the other hand, inspect work on the production line and have authority to stop the machines. They may reject the work produced by a machine operator; however, this is generally done in consultation with the foreman of the production department where the machine is located. The Company argues that these employees are confidential, in that they have authority to affect the earnings of the employees, and to stop and reject production. The machine and bench inspectors do not in any way handle labor relations matters nor are they in possession of information relating to such subjects. Moreover, they have no true supervisory authority. We shall include the machine and bench inspectors in the appropriate unit.⁶ The parties agree to the exclusion of the lead inspectors who supervise the machine and bench inspectors. It was stipulated that these latter employees have authority effectively to recommend disciplinary action and to make other recommendations which affect the status of employees under them. We shall exclude them.

We find that all employees of the Company employed at its Super-charger Works, Greenfield, Wisconsin, including machine and bench inspectors and buffing-wheel dressers, but excluding the employees engaged in Departments 1 (Administration), 2 (Accounting), 3 (Employment), 4 (Supplies), 4 (Production), 5 (Plant Engineering), except that tool tenders and learners in the tool crib are to be included,

⁶ *Matter of Allis-Chalmers Manufacturing Company, La Porte Works, 54 N. L. R. B. 1303.*

6 (Receiving), except that checkers are to be included, 8 (Laboratory), except that tool hardener, instrument technician, heat treater, X-ray assistant, furnace operator, lathe operator, milling machine operator, grinder operator, physical test machine operator, and temperature operator are to be included, 14 (Mailing and Stationery), 15 (Hospital), 19 (Tool Room), 25 (Maintenance), 31 (Powerhouse), 33 (Purchasing), 34 (Plant Protection), 37 (Traffic), 39 (Termination and Priorities), 41 (Order Department), 42 (General Department, Plant 1), 43 (Time Study), 44 (Manufacturing Engineering), 45 (Personnel), 46 (Safety), 47 (Telephone), and further excluding executives, works manager, assistant works manager, superintendent, assistant superintendent, general foremen, formen, foreladies, assistant foremen and foreladies, matron and head matron (Departments 13 and 213), assistant storekeeper in Department 21, head storekeeper (Departments 22 and 222), stenographer (Department 26), chief clerk, assistant shipping clerk and dispatcher (Departments 27 and 227), draftsmen, secretary, and stenographer (Department 28), stenographer (Department 29), chief inspector, assistant chief inspector, lead machine and bench inspectors, lead stenographer, and secretary (Department 36), chief electrician (Department 40), typist (Department 250), 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 an election by secret ballot among the employees in the appropriate unit who were employed during the payroll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

The C. I. O. contends that the I. A. M. should be denied a place on the ballot in view of the extent of its showing of representation among the employees in the appropriate unit. We are of the opinion that the interest shown by the I. A. M., though slight, is sufficient to entitle it to a place on the ballot.⁷

The Firemen & Oilers does not desire to participate in any election which the Board may direct in this proceeding. Accordingly, we shall not accord it a place on the ballot.⁸

⁷ *Matter of Elgin National Watch Company*, 56 N. L. R. B. 30.

⁸ The C. I. O. and the I. A. M. expressed preferences at the hearing that their respective names appear on the ballot as set forth in the Direction of Election.

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 (Supercharger Works), Greenfield, Wisconsin, 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 any 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 Local 248, UAW-CIO, or by International Association of Machinists, United Lodge No. 66, A. F. of L., for the purposes of collective bargaining, or by neither.