

IN the Matter of STANLEY IMERMAN, DELIA I. MEYERS, JOSEPHINE I. BLOOM, AND WILFRED TORRANCE, CO-PARTNERS, DOING BUSINESS AS IMERMAN SCREW PRODUCTS COMPANY and MUTUAL BENEFIT ASSOCIATION OF IMERMAN EMPLOYEES

Case No. 7-R-1638.—Decided April 25, 1944.

Meyers and Keys, by *Mr. Henry Meyers*, of Detroit, Mich., for the Company.

Mr. Anton Nordby, of Detroit, Mich., for the Association.

Sugar and Smokler, by *Mr. N. L. Smokler*, of Detroit, Mich., for the U. A. W.

Mr. Charles W. Schneider, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by Mutual Benefit Association of Imerman Employees, herein called the Association, alleging that a question affecting commerce had arisen concerning the representation of employees of Stanley Imerman, Delia I. Meyers, Josephine I. Bloom, and Wilfred Torrance, co-partners, doing business as Imerman Screw Products Company,¹ Detroit, Michigan, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Max Rotenberg, Trial Examiner. Said hearing was held at Detroit, Michigan, on December 22, 1943. The Company, the Association, and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local 303, U. A. W.-C. I. O., herein called the U. A. W., 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

¹ The correct name of the Company in accordance with a stipulation made at the hearing to amend the pleadings.

afforded an opportunity to file briefs with the Board. On January 7, 1944, the parties filed a written stipulation for correction of the record. The stipulation is hereby approved, and the record is ordered to be corrected in accordance therewith.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Stanley Imerman, Delia I. Meyers, Josephine I. Bloom, and Wilfred Torrance are co-partners doing business as Imerman Screw Products Company, and having their principal office and place of business in Detroit, Michigan, where they are engaged in the manufacture of screw machine parts.

During the first 6 months of 1943, the Company used raw materials valued in excess of \$150,000, approximately 95 percent of which was purchased from sources outside the State of Michigan. During the same period the Company sold finished or partly finished products valued in excess of \$500,000, approximately 50 percent of which represented shipments to points outside the State of Michigan.

The Company stipulated that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

In accordance with a stipulation of the parties, we find that International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local 303, U. A. W.-C. I. O., is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

The U. A. W. contended at the hearing that the Association is not a labor organization within the meaning of the Act. The evidence discloses, however, that the Association is an unaffiliated organization established for the purpose of dealing with the Company on behalf of the production and maintenance employees with respect to terms and conditions of employment and grievances, and to provide the employees with sick benefits. We therefore find that Mutual Benefit Association of Imerman employees is a labor organization within the meaning of Section 2 (5) of the Act.²

² The U. A. W. also contended that the Association refused to accept as members employees of the Negro race within the unit requested by the Association. No substantial evidence was introduced to support that assertion. The U. A. W.'s contention was denied by Nordby, the Association's president, whose testimony we credit. We therefore find no reason to add to what we said in *Mutter of Bethlehem-Alameda Shipyard, Inc.*, 53 N. L. R. B. 187. On January 21, 1944, the U. A. W. filed charges alleging, *inter alia*, that the Company had engaged in unfair labor practices with respect to the Association, within the meaning of Section 8 (2) of the Act. The charges were thereafter withdrawn. Case No. 7-C-1267.

III. THE QUESTION CONCERNING REPRESENTATION

On March 23, 1942, following a consent election, the Company entered into a contract with the U. A. W., in which the U. A. W. was recognized as the collective bargaining representative of the production and maintenance employees, excluding stock chasers, watchmen, draftsmen, firemen, maintenance engineers, supervisory, clerical and technical employees. By its terms the contract was to remain in effect until December 31, 1942, and from year to year thereafter unless written notice of a desire to amend or terminate the agreement was given by either party at least 30 days prior to any expiration date. No such notice having been given in 1942, the contract was automatically renewed for the following year:

On February 5, 1943, the Association notified the Company that it represented a majority of the Company's employees and requested recognition as collective bargaining representative. The Company refused recognition on the ground that it was under contract with the U. A. W. On February 12, 1943, the Association filed a petition for certification. On February 26, the Regional Director declined to issue a notice of hearing, and the petition was subsequently dismissed. On November 5, 1943, the Association again requested recognition, which the Company refused. On November 18, the Company gave notice to the U. A. W. of termination of the contract, effective December 31, 1943.

Since the contract has now expired it does not constitute a bar to a determination of representatives.

A statement of the Acting Regional Director, introduced in evidence at the hearing, indicates that the Association represents a substantial number of employees in the unit hereinafter found appropriate.³

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

In substantial accordance with an agreement of the parties, we find that all production and maintenance employees at the Company's Detroit plant, excluding stock chasers, watchmen, draftsmen, firemen, maintenance engineers, clerical and technical employees, and 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.

³ The Acting Regional Director reported that the Association submitted evidence indicating that it represented 39 employees on the Company's November 19, 1943, pay roll, which listed 62 persons in the appropriate unit.

The U. A. W. relies on its expired contract to establish its interest.

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 Stanley Imerman, Delia I. Meyers, Josephine I. Bloom, and Wilfred Torrance, co-partners, doing business as Imerman Screw Products Company, Detroit, Michigan, 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 Seventh 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 employees who have since quit or been discharged for cause, and who have not been rehired or reinstated prior to the election, to determine whether they desire to be represented by Mutual Benefit Association of Imerman Employees, or by International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local 303, U. A. W.-C. I. O., for the purposes of collective bargaining, or by neither.