

In the Matter of THE GLOBE SHIPBUILDING COMPANY and UNITED
STEELWORKERS OF AMERICA, C. I. O.

Case No. 18-R-1031.—Decided August 5, 1944

Mr. William J. Scott, for the Board.

Mr. Barney B. Barstow, of Superior, Wis., for the Company.

Mr. Philip M. Curran, of Pittsburgh, Pa., and *Mr. Paul B. Lee*, of Duluth, Minn., for the C. I. O.

Padway and Goldberg, by *Mr. I. E. Goldberg*, of Milwaukee, Wis., and *Mr. Alex L. Soroka*, of Superior, Wis., for the A. F. L.

Mr. William R. Cameron, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by United Steelworkers 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 The Globe Shipbuilding Company, Superior, Wisconsin, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Clarence A. Meter, Trial Examiner. Said hearing was held at Superior, Wisconsin, on July 18, 1944. The Company, the C. I. O., and Superior Metal Trades Council, A. F. of L., herein called the A. F. L., appeared and participated.¹ All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The A. F. L. moved to dismiss the petition of the C. I. O. on the ground that the present contract of the A. F. L. affiliates with the Company constitutes a bar to a present election. For reasons here-

¹The A. F. L. intervened, by motion granted at the hearing, on behalf of the affiliated A. F. of L. craft unions who are parties to the contract with the Company, hereinafter discussed. Also present at the hearing were representatives of the American Federation of Labor, the Wisconsin State Federation of Labor, and each of the said contracting unions.

inafter appearing, this 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

The Globe Shipbuilding Company is a Wisconsin corporation having its principal office and place of business at Superior, Wisconsin, where it is engaged in the construction of vessels for the United States Maritime Commission. During the year 1943, the Company used raw materials amounting in value to more than \$1,000,000, of which more than 80 percent was delivered to the Company's shipyard from points outside the State of Wisconsin. During the same period, the Company's finished products amounted in value to more than \$5,000,000, all of which were delivered by the Company to the United States Maritime Commission.

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

II. THE ORGANIZATIONS INVOLVED

United Steelworkers of America, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

Superior Metal Trades Council, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

By letter dated May 2, 1944, the C. I. O. notified the Company that it claimed to represent a majority of the Company's employees in the appropriate unit, and requested a collective bargaining conference. The Company replied that it had a signed agreement with the A. F. L. which was before the War Labor Board for approval, and requested the C. I. O. to inform it as to the basis of its claim of majority representation. The C. I. O. informed the Company by letter that its claim of majority representation was based upon application cards signed by the Company's production workers, which it would submit to this Board. The Company made no further reply.

On November 2, 1942, eight craft unions affiliated with the A. F. L.² entered into a written contract with the Company, which, by its terms, was retroactive to June 2, 1942, and was for the term of 1 year. On October 20, 1943, the eight, together with two additional craft unions,³ signed a second contract with the Company, effective retroactively to June 2, 1943.⁴ This latter contract provides that the wage rates therein contained should remain in effect until June 1, 1944. Its "Duration Clause," however, further incorporates by reference all applicable provisions of the existing shipyard stabilization agreement, together with future amendments, and provides that these shall be effective "until the national emergency is declared ended by the President of the United States of America." The A. F. L. contends that since the contract is in effect for the duration of the present emergency, it constitutes a bar to the instant proceeding. We do not, however, regard a contract of such tenure to be an exception to our established principle that a contract of indefinite duration does not constitute a bar to a determination of representatives at the end of the first contract year.⁵ Since the specific wage rate provisions have expired, and the contract is otherwise one of indefinite duration, we find that the contract between the A. F. L. craft unions and the Company is not a bar to a determination of representatives at this time.

A statement of the Field Examiner, introduced into evidence at the hearing, indicates that the C. I. O. represents a substantial number of employees in the unit hereafter found appropriate.⁶

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.

² The following A F L unions executed the 1942 contract: International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers of America; United Association of Marine Pipe-Fitters, United Brotherhood of Carpenters and Joiners of America, Brotherhood of Painters, Decorators and Paper Hangers of America, International Brotherhood of Electrical Workers of America; Sheet Metal Workers International Association; International Union of Operating Engineers, International Association of Machinists

³ The craft unions which executed the 1943 contract are those set forth in footnote 2, *supra*, together with the following: International Brotherhood of Blacksmiths, Drop Forgers and Helpers; International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

⁴ The contract of October 20, 1943, was submitted to the United States Maritime Commission and to the War Labor Board for approval. Some of its terms have been approved, but others were still subject to consideration by these governmental agencies at the time of the hearing herein.

⁵ See *Matter of The Traylor Company of America*, 51 N L R B 1106

⁶ The Field Examiner reported that the C. I. O. submitted 449 authorization and application cards, all dated since January 1, 1944, of which 348 bore the names of employees whose names appeared on the Company's pay roll for the period preceding July 3, 1944, containing approximately 1,741 names within the appropriate unit. The A. F. L. relies upon the contract above mentioned as sufficiently establishing its interest. We find that the C. I. O. has made a sufficient showing of designations to warrant a determination of representatives in this case, in view of the fact that the Company and the unions affiliated with the A. F. L. are parties to a closed-shop contract. See *Matter of Superior Coach Corporation*, 49 N L R B 873

IV. THE APPROPRIATE UNIT

The parties agreed at the hearing that the appropriate unit should comprise all production and maintenance employees of the Company, including leadmen and production clerical employees who handle tools or equipment, but excluding strictly clerical employees in all departments, general office employees, drafting department employees, production control department employees, purchasing department employees, timekeeping department employees, safety department employees, guards, and janitors.

Disagreement arose at the hearing concerning the inclusion within the unit of foremen and assistant foremen. The A. F. L. contends that they should be included, and avers that all the affiliated A. F. L. craft unions have heretofore admitted them to membership and have been bargaining on their behalf with the Company. The Company does not oppose their inclusion. The C. I. O. contends that they should be excluded. The record discloses that the foremen possess authority to hire and discharge and that the assistant foremen can recommend hiring and discharging. We find that the foremen and assistant foremen are supervisory employees within the meaning of our customary definition; we shall accordingly exclude them.

We find that all production and maintenance employees of the Company at its Superior, Wisconsin, shipyard, including leadmen and production clerical employees who handle tools or equipment,⁷ but excluding strictly clerical employees in all departments, general office employees, drafting department employees, production control department employees, purchasing department employees, timekeeping department employees, safety department employees, guards, janitors, foremen, assistant foremen, 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,⁸ 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 em-

⁷ The parties further agreed, in clarification of the unit, and we find, that the following classifications are among those included within the terms of the above-described unit: steel checkers and assistant steel checkers in the ship construction department; junior clerks in the sheet metal department; chief clerk in the pipe shop; clerks in the machine department; trial engineer and assistant master mechanic in the machine shop.

⁸ The parties further agreed and we find, that the following classifications are among those excluded by the terms of the above-described unit: captain in the ship construction department; electric coordinator in the electric department; junior clerks in the pipe shop; secretary in the pipe shop; and master mechanic in the machine shop.

ployees 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.⁹

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, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with The Globe Shipbuilding Company, Superior, 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 Eighteenth 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 United Steelworkers of America, C. I. O., or by Superior Metal Trades Council, A. F. of L., for the purposes of collective bargaining, or by neither.

CHAIRMAN MILLIS took no part in the consideration of the above Decision and Direction of Election.

⁹ The C. I. O. requested that it be designated on the ballot as "United Steelworkers of America, C. I. O." This request is hereby granted. The A. F. L. requested that it be designated on the ballot as "A. F. of L. Affiliated Unions." We are of the opinion that such designation is too indefinite for purposes of certification. We shall therefore designate the A. F. L. on the ballot as "Superior Metal Trades Council, A. F. of L."