

In the Matter of NATIONAL ELECTRIC COIL COMPANY and UNITED CONSTRUCTION WORKERS AFFILIATED WITH UNITED MINE WORKERS OF AMERICA

Case No. 9-R-1495.—Decided August 9, 1944

Messrs. George Richardson, Jr., Ralph E. Hughes, and W. E. Wolfe, all of Bluefield, W. Va., for the Company.

Messrs. Luke Brett, of Beckley, W. Va., Tanner Price, of Pocahontas, Va., and George Gilbert, of Beckley, W. Va., for the UMWA.

Messrs. Leo Turner, of Pittsburgh, Pa., Charles Snider, of Fairmont, W. Va., Brooks Evans, and F. C. Haley, both of Bluefield, W. Va., for the CIO.

Mr. Herbert C. Kane, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by United Construction Workers, affiliated with United Mine Workers of America, herein called the UMWA, alleging that a question affecting commerce had arisen concerning the representation of employees of National Electric Coil Company of Bluefield, West Virginia, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Melton Boyd, Trial Examiner. Said hearing was held at Bluefield, West Virginia, on July 13, 1944. The Company, the UMWA, and United Electrical, Radio and Machine Workers of America, C. I. O., herein called the CIO, 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 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.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

National Electric Coil Company, a West Virginia corporation, is engaged principally in the manufacture and repair of electrical products. It operates a plant at Bluefield, West Virginia, the only one involved in this proceeding. During the last fiscal year, raw materials used in this plant exceeded \$200,000, in value, 75 percent of which originated from places outside the State of West Virginia. The value of its finished products was in excess of \$500,000, of which more than 75 percent was shipped to points outside the State of West Virginia.

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

II. THE ORGANIZATIONS INVOLVED

United Construction Workers, affiliated with United Mine Workers of America, is a labor organization admitting to membership employees of the Company.

United Electrical, Radio and Machine Workers of America, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The UMWA, by letter dated May 19, 1944, requested the Company to recognize it as the exclusive bargaining agent of its production and maintenance employees at the Bluefield plant. The Company, by letter dated May 23, 1944, refused such recognition unless and until the UMWA is certified by the Board.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the UMWA represents a substantial number of employees in the unit hereinafter found appropriate.¹

¹ The Field Examiner reported that the UMWA submitted 156 application cards, all of which bore apparently genuine original signatures; that there was no pay roll submitted prior to the date of hearing; that there were approximately 185 in the proposed unit. The cards were dated as follows: 115 in May 1944; 18 in June 1944; 1 in November 1944 (?); and 22 were undated. At the hearing, the UMWA presented 5 additional application cards to the Trial Examiner, all of which bore apparently genuine signatures. The names of 3 persons appearing on the cards were listed on the Company's pay roll of June 30, 1944, all 5 of these cards were dated July 1944.

The CIO relies upon its recent contract with the Company to show its interest in the proceeding. The contract between the Company and the CIO expired on July 16, 1943, and negotiations were pending for a new contract at the time of the hearing.

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

We find, in substantial agreement with a stipulation of the parties, that all production and maintenance employees at the Bluefield plant, excluding foremen, assistant foremen, clerks, watchmen, engineering and technical employees, inspectors, truck driver-salesmen, casual employees,² and all persons 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, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with National Electric Coil Company, Bluefield, West Virginia, 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 Ninth 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 the said pay-roll period because they were ill or on vaca-

² The parties agreed, and we find, that a casual employee is one employed on a temporary basis and retained by the Company for less than 30 days.

tion 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 Construction Workers, affiliated with United Mine Workers of America, or by United Electrical, Radio and Machine Workers of America, affiliated with the Congress of Industrial Organizations, 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.