

In the Matter of STANDARD FINISH COMPANY and UNITED LEATHER
WORKERS INTERNATIONAL UNION (A. F. L.) LOCAL 21

Case No. 1-R-1971.—Decided September 12, 1944

Mr. James C. Greene, of Peabody, Mass., for Standard.

Mr. James F. Dunn, of Peabody, Mass., for the A. F. L.

Grant & Angoff, by *Mr. Sidney S. Grant*, of Boston, Mass., for the
C. I. O.

Messrs. Robert Silagi and *Wallace E. Royster*, of counsel to the
Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by United Leather Workers International Union (A. F. L.) Local 21, herein called the A. F. L., alleging that a question affecting commerce had arisen concerning the representation of employees of Standard Finish Company, Peabody, Massachusetts, herein called Standard; the National Labor Relations Board provided for an appropriate hearing upon due notice before John W. Coddair, Trial Examiner. Said hearing was held at Salem, Massachusetts, on July 27, 1944. Standard, the A. F. L., and International Fur and Leather Workers Union of the United States and Canada (C. I. O.), herein called the C. I. O., 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.

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

FINDINGS OF FACT

I. THE BUSINESS OF STANDARD

Standard Finish Company is a copartnership maintaining its principal office and place of business in Peabody, Massachusetts, where it
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tans leather and manufactures leather finishes. The principal raw materials used in these operations consist of various dyestuffs, chemicals, and oils, approximately one-third of which is processed from sources outside the Commonwealth of Massachusetts. During the 6 months next preceding the hearing Standard purchased raw materials worth about \$10,000, and produced finished products valued at about \$80,000, of which 40 percent was shipped from the plant in Peabody to points located outside the Commonwealth of Massachusetts.

Standard concedes, and we find, that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

United Leather Workers International Union, Local 21, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of Standard.

International Fur and Leather Workers Union of the United States and Canada, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of Standard.

III. THE QUESTION CONCERNING REPRESENTATION

Standard refused to grant recognition to the A. F. L. as the exclusive bargaining representative of its employees, suggesting that the issues in dispute be settled in a proceeding before the Board.

In January 1940, Standard was organized by James C. Greene and Henry DiCroce. As stated above, Standard manufactures the finishes that are applied to leather. It also does contract tanning for various firms in Peabody and Salem, Massachusetts, and New York City. One year after the organization of Standard, Greene and DiCroce, together with Moses Snyder, formed the Leather City Tanning Company, herein called Leather City, for the purpose of finishing leather. Leather City adds finishing compounds to tanned leather and then sends the leather to another processor for printing. The completed product is returned to its owner by Leather City. Standard and Leather City occupy portions of the same building which is owned by DiCroce. While both companies are under the same active management, have a common office force, and use a single shipping room, nevertheless, each maintains its own pay roll, separate books of account, and separate foremen. Standard does no tanning for Leather City but the latter finishes skins for Standard which is then billed for the work done. There is no interchange of employees except in the case of one schoolboy who is sometimes transferred between the companies, in which case he is also transferred from one pay roll to the other.

In April 1941, the C. I. O. executed a collective bargaining agreement with Leather City covering production and maintenance employees. The contract was renewed in 1943 and its present term expires on December 31, 1944. The C. I. O. contends that this contract also covers the employees of Standard and thus is a bar to this proceeding. Standard and the A. F. L. deny that the contract has any application to Standard's employees. The C. I. O. alleges that the two companies are really one concern, that their business is integrated and that it was the intention of the parties to include the employees of Standard in the contract executed with Leather City. The contract, however, on its face was made between the C. I. O. and Leather City and nowhere therein is Standard or its employees mentioned. Accordingly, the contract cannot be successfully urged as a bar to the investigation and determination of representatives of employees of another employer, not a party to the contract, who are not expressly covered by its written term.¹ We find that the contract does not constitute a bar to a present determination of representatives.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the A. F. L. represents a substantial number of employees in the unit hereinafter found appropriate.²

We find that a question affecting commerce has arisen concerning the representation of employees of Standard, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNIT

The parties agree, and we find, in substantial accord with their agreement, that all production and maintenance employees of Standard, including part-time employees who work 20 hours or more per week, but excluding the chemist, the assistant chemist, all office and clerical employees, executives, 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, 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-

¹ See *Matter of Champion Aero and Metal Products, Inc.*, 55 N. L. R. B. 1136.

² The Field Examiner reported that the A. F. L. submitted 23 application cards, 15 of which bore names of persons appearing on Standard's pay roll of June 24, 1944, which contained the names of 26 employees in the appropriate unit. With the exception of 3, all cards were dated in December 1943.

The C. I. O. relies upon its contract as evidence of its representation.

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.

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 Standard Finish Company, Peabody, Massachusetts, 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 First 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 Leather Workers International Union (A. F. L.), Local 21, or by International Fur and Leather Workers International Union of the United States and Canada (C. I. O.), 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.