

In the Matter of IONIA DESK COMPANY *and* LOCAL 420, UNITED
FURNITURE WORKERS OF AMERICA, C. I. O.

Case No. 7-R-1867.—Decided January 11, 1945

Mr. Geer H. Smith, of Ionia, Mich., for the Company.

Mr. Raymond E. Barlow, of Grand Rapids, Mich., for the C. I. O.

Mr. Cuyler Coleman, of Grand Rapids, Mich., for the Independent.

Mr. Jack Mantel, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by Local 420, United Furniture 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 Ionia Desk Company, Ionia, Michigan, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Robert J. Wiener, Trial Examiner. Said hearing was held at Ionia, Michigan, on December 5, 1944. The Company, the C. I. O., and Furniture Craftsmen of Ionia Desk Company, Local 19, affiliated with the Michigan Council for Independent Unions, herein called the Independent, 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 THE COMPANY

Ionia Desk Company, a Michigan corporation, is engaged in the manufacture of wooden office furniture at its plant in Ionia, Michigan.

59 N. L. R. B., No. 279.

During the 6-month period preceding November 2, 1944, the Company purchased materials valued at \$73,819.62, of which amount \$13,265.09 worth was shipped to its plant from points outside the State of Michigan. During the same period, the Company shipped products valued at \$120,346, of which amount \$88,901 worth was shipped to points outside the State.

We find that the Company is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Local 420, United Furniture Workers of America, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

Furniture Craftsmen of Ionia Desk Company, Local 19, affiliated with the Michigan Council for Independent Unions, is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

After winning a consent election conducted by the Board, the Independent entered into a 1-year collective bargaining contract with the Company which became effective on March 29, 1943. From the expiration date of this contract in March 1944, the Company continued to bargain with the Independent until September 11, 1944, when the parties entered into a new contract, which the Independent claims to be a bar to this proceeding. The C. I. O. filed its petition herein on October 2, 1944.

Since it appears from the terms of the present contract¹ that it is, in effect, terminable at will,² we find that the contract is no bar to a present determination of representatives for the purposes of collective bargaining.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the C. I. O. 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.

¹ "Term of Agreement: *Section 1.* The term of this agreement is for the period our Government is at war. It can be reopened anytime after a thirty day notice has been presented one party by the other party. Any change in the body of this agreement, after having been agreed on, will then become a part of the agreement, or if no changes are made the agreement is to then continue on and in no way effect (sic.) the expiration dates as agreed."

² See *Matter of Goodyear Tire & Rubber Company*, 55 N. L. R. B. 918; *Matter of Allegheny Ludlum Steel Corporation*, 40 N. L. R. B. 1285.

³ The Board agent reported that the C. I. O. submitted 36 authorization cards and that the names of all persons appearing on the cards were listed on the Company's pay roll of November 2, 1944, which contained the names of 73 employees in the appropriate unit. The Independent relies on its contract for its interest in this proceeding.

IV. THE APPROPRIATE UNIT

We find, in substantial accordance with the agreement of the parties, that all production and maintenance employees of the Company, excluding office and clerical employees and all 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 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 Ionia Desk Company, Ionia, 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 the 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 Local 420, United Furniture Workers of America, C. I. O., or by Furniture Craftsmen of Ionia Desk Company, Local 19, affiliated with the Michigan Council for Independent Unions, 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.