

In the Matter of WILLIAM P. SCHAEFER, JR. AND EDNA SCHAEFER,
TRADING AS PHILIP C. SCHAEFER & SON and UNITED LEATHER WORK-
ERS INTERNATIONAL UNION, LOCAL 57, A. F. OF L.

Case No. 4-R-1611.—Decided January 29, 1945

Mr. William P. Schaefer, Jr., of Philadelphia, Pa., for the
Company.

Messrs. Bernard G. Quinn and Thomas J. Mullaney, of Philadel-
phia, Pa., for the A. F. of L.

Mr. Stephen Coyle, of Philadelphia, Pa., for the C. I. O.

Mr. Louis Cokin, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by United Leather Workers International Union, Local 57, A. F. of L., herein called the A. F. of L., alleging that a question affecting commerce had arisen concerning the representation of employees of William P. Schaefer, Jr. and Edna Schaefer, trading as Philip C. Schaefer & Son, Philadelphia, Pennsylvania, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Eugene M. Purver, Trial Examiner. Said hearing was held at Philadelphia, Pennsylvania, on January 12, 1945. At the commencement of the hearing the Trial Examiner granted a motion of International Fur & Leather Workers Union of United States and Canada, Local 30, C. I. O., herein called the C. I. O., to intervene. The Company, the A. F. of L., and the C. I. O. appeared at and participated in the hearing and 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 opportunity to file briefs with the Board.

60 N. L. R. B., No. 52.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Philip C. Schaefer & Son is a partnership with its principal place of business at Philadelphia, Pennsylvania, where it is engaged in operating a leather tannery. The Company purchases materials valued in excess of \$30,000, annually, over 20 percent of which is shipped to it from points outside the Commonwealth of Pennsylvania. During the same period the Company ships skins valued in excess of \$300,000, over 80 percent of which is shipped to points outside the Commonwealth of Pennsylvania.

The Company admits 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 57, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

International Fur & Leather Workers Union of United States and Canada, Local 30, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On December 7, 1944, the A. F. of L. requested the Company to recognize it as the exclusive collective bargaining representative of the Company's employees. The Company refused this request until such time as the A. F. of L. is certified by the Board.

On December 8, 1943, the Company and the C. I. O. entered into an exclusive collective bargaining contract which expired by its terms on December 8, 1944. None of the parties contends that the contract is a bar to this proceeding.

A statement of a Field Examiner of the Board, introduced into evidence at the hearing, indicates that the A. F. of L. represents a substantial number of employees in the unit hereinafter found to be appropriate.¹

¹The Field Examiner reported that the A. F. of L. submitted 13 application for membership cards bearing the names of persons who appear on the December 15, 1944, pay roll of the Company. There are 29 employees in the appropriate unit.

The C. I. O. did not present any evidence of representation but relies upon the contract, alluded to above, as evidence of its interest in the instant proceeding.

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 in the tannery of the Company, excluding office and clerical employees, watchmen, engineers, executives, foremen, and any other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the statute 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.²

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by means of 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 William P. Schaefer, Jr., and Edna Schaefer, trading as Philip C. Schaefer & Son, Philadelphia, Pennsylvania, 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 Fourth 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

² This is the same unit as provided for in the contract between the C. I. O. and the Company.

United States who present themselves in person at the polls, but excluding any 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, Local 57, affiliated with the American Federation of Labor, or by International Fur & Leather Workers Union of United States and Canada, Local 30, 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.