

In the Matter of CARL G. HEDBLUM AND BYRON C. HEDBLUM, CO-PARTNERS, D/B/A GENERAL SHIP AND ENGINE WORKS *and* INDUSTRIAL UNION OF MARINE AND SHIPBUILDING WORKERS OF AMERICA (CIO)

Case No. 1-R-2096.—Decided February 3, 1945

Mr. Clarence P. Ford, of East Boston, Mass., for the Company.

Mr. William Smith, of Boston, Mass., for the CIO.

Messrs. Edward A. Raleigh and John J. Murphy, of Boston, Mass., for the AFL.

Mr. Nathan Saks, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by Industrial Union of Marine and Shipbuilding Workers of America (CIO), herein called the CIO, alleging that a question affecting commerce had arisen concerning the representation of employees of Carl G. Hedblom and Byron C. Hedblom, co-partners, doing business as General Ship and Engine Works, East Boston, Massachusetts, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Leo J. Halloran, Trial Examiner. Said hearing was held at Boston, Massachusetts, on January 9, 1945. The Company, the CIO, and American Federation of Labor, herein called the AFL, 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

General Ship and Engine Works is a partnership comprised of Carl G. Hedblom and Byron C. Hedblom engaged in the operation

of a shipyard in East Boston, Massachusetts, at which it builds and repairs oceangoing vessels. This shipyard is composed of two plants, known as the Border Street and Orleans Street plants. During the year ending December 31, 1944, the Company purchased for use at its East Boston Yard raw materials of the approximate value of \$1,500,000, of which approximately 60 percent was shipped from points outside the Commonwealth of Massachusetts. During the same period the Company built and repaired oceangoing vessels, principally on orders from agencies of the United States Government, receiving for such services approximately \$2,500,000.

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

II. THE ORGANIZATIONS INVOLVED

Industrial Union of Marine and Shipbuilding Workers of America, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

American Federation of Labor is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The CIO filed its petition herein on September 22, 1944.

On August 19, 1943, the Company and the AFL entered into a closed-shop contract covering the unit hereinafter found to be appropriate. The contract provided that it should "become effective as of August 31, 1943, and continue in force until August 31, 1944, and thereafter unless thirty (30) days' written notice is given by either party that changes, amendments or revision is desired." On July 28, 1944, the AFL wrote to the Company requesting that the contract be renewed for another year. The Company, on July 29, 1944, verbally agreed to this requested extension of the contract, but did not assent to it in writing.

The AFL and the Company contend that the letter of July 28, 1944, and the Company's verbal assent, constitute a valid extension for another year of the 1943 contract, and that this extension operates as a bar to a present determination of representatives inasmuch as it was entered into prior to the time the CIO filed its petition. Since, however, the extension agreement raised as a bar was not signed by both parties, we are of the opinion that there is no contract in effect that precludes a current determination of representatives.¹

¹ See *Matter of Eicor, Inc.*, 46 N. L. R. B. 1035. Moreover, from the face of the 1943 contract, we note that it is not automatically renewable, is at the present time subject to termination upon 30 days' written notice, and constitutes a contract cancellable at will, which cannot serve to bar the instant proceeding. See *Matter of Ionia Desk Company*, 59 N. L. R. B. 1522.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the CIO 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 the Company, 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, that all production and maintenance employees of the Company at its Border Street and Orleans Street plants, including truck drivers and toolroom clerks, but excluding timekeepers, office and clerical employees, guards, fire watchers, expeditors, draftsmen, surveyors, first-aid employees, executives, foremen, assistant foremen, quartermen, leading men and working leading men, 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, 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 payroll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.³

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 Carl G. Hedblom

² The Field Examiner reported that the CIO submitted 130 application for membership cards, that the names of 110 persons appearing on the cards were listed on the Company's pay roll of September 17, 1944, which contained the names of 414 employees in the appropriate unit, and that 52 of these cards were dated August 1944, 74 were dated September, 1944, and 4 were undated. The AFL relies on its closed-shop contract with the Company as evidence of its interest in this proceeding.

³ The CIO and the AFL request that they appear on the ballot as their names are set forth in the Direction. In the event either organization is selected by the employees as their bargaining representative, it shall be certified as its name appears in Section II, *supra*

and Byron C. Hedblom, co-partners, doing business as General Ship and Engine Works, East Boston, 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 the CIO, or by the AFL, for the purposes of collective bargaining, or by neither.