

In the Matter of THOMPSON PRODUCTS, INC. and LOCAL No. 1, SOCIETY
OF TOOL AND DIE CRAFTSMEN

Case No. 7-R-1900.—Decided February 26, 1945

Mr. David Karasick, for the Board.

Mr. Harry E. Smoyer, of Cleveland, Ohio, for the Company.

Mr. Robert O. Brown, of Detroit, Mich., for the Society.

Mr. Joe Ferris, of Detroit, Mich., 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 Local No. 1, Society of Tool and Die Craftsmen, herein called the Society, alleging that a question affecting commerce had arisen concerning the representation of employees of Thompson Products, Inc., Detroit, Michigan, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Irene Shriber, Trial Examiner. Said hearing was held at Detroit, Michigan, on January 15, 1945. The Company, the Society, and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), and its Local No. 247, 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.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Thompson Products, Inc., is an Ohio corporation with its principal office and place of business at Cleveland, Ohio. It maintains a plant
60 N. L. R. B., No. 150.

at Detroit, Michigan, the only one involved in this proceeding, where it manufactures, sells, and distributes divers parts used in automobile, truck, tractor, aircraft, and marine engine industries. In the year 1944, the Company purchased materials valued at approximately \$3,900,000, for use in its Detroit plant, 33 $\frac{1}{3}$ percent of which was purchased from sources located outside the State of Michigan. During the same period it manufactured, at its Detroit plant, products of the approximate value of \$8,600,000, 45 percent of which it sold outside the State of Michigan.

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

II. THE ORGANIZATIONS INVOLVED

Local No. 1, Society of Tool and Die Craftsmen, unaffiliated, is a labor organization admitting to membership employees of the Company.

International Union, United Automobile, Aircraft, and Agricultural Implement Workers of America, and its Local No. 247, affiliated with the Congress of Industrial Organizations, are labor organizations admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On March 16, 1943, following an election, the Board certified the CIO as the exclusive bargaining agent of the employees in the unit found appropriate. Negotiations between the CIO and the Company commenced in April 1943. Upon reaching an impasse, the matter was submitted to the United States Conciliation Service and certified by it to the War Labor Board. Following a panel hearing, a Regional Directive Order, dated December 9, 1943, was issued. The Company appealed the action of the Regional Board and the National War Labor Board affirmed the action of the Regional Board on July 25, 1944. Thereafter, on November 2, 1944, the CIO entered into a contract with the Company. The expiration date of the contract was December 12, 1944. The contract provided that in the absence of notice by either party of a desire to change the terms or terminate the contract prior to 30 days before the termination date, the contract would be automatically renewed for 1 year. No such notice was given. On November 4, 1944, 2 days after the signing of the contract and 8 days before the contract was automatically renewed, the petitioner requested recognition from the Company.

In *Matter of Aluminum Company of America*,¹ the Board held that where a newly certified bargaining representative had resorted to the

¹ 58 N. L. R. B. 24.

orderly procedures of the War Labor Board for the settlement of a dispute, and thereafter, upon final action of such Board, with due diligence had entered into a contract for the term of 1 year, such representative was entitled to insure to the employees the benefits thus derived for a reasonable period, i. e., the full contractual term. The Board did not intend thereby to imply that in every case where a contract was consummated following resort to the War Labor Board would the Board refrain from disturbing the contract for the period of 1 year regardless of its stated term. Where, as here, the bargaining representative enters into a contract for a term of less than 1 year, and a question concerning representation arises at the end of the contractual term, there is no valid reason why the Board should not proceed to a determination of the representation question; there is no basis for an inference that the parties, in entering into the contract, had adopted a contractual term other than one deemed by them to be reasonable. Since the petitioner herein gave notice of its claim to representation prior to the automatic renewal date of the contract, we find that the contract is no bar to the instant proceeding.²

A statement of a Board agent, introduced into evidence at the hearing, indicates that both the Society and the CIO each 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.

IV. THE APPROPRIATE UNIT

We find, in substantial accordance with the agreement of the parties, that all hourly rated and production employees at the Detroit plant of the Company, excluding supervisory employees, foremen, supervisors, plant-protection employees, office and confidential employees, and all or 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.⁴

² *Matter of Mill B, Inc.*, 40 N. L. R. B. 346.

³ The Field Examiner reported that the Society submitted 370 authorization cards; that the names of 274 persons appearing on the cards were listed on the pay roll furnished by the Company on November 24, 1944, which contained the names of 867 employees in the appropriate unit; and that 361 of the cards were dated between January and December 1944 and that 9 were undated.

The CIO submitted a list of 654 names, certified by the financial secretary of the local on December 14, 1944, to be a true list of workers who are in good standing in accordance with the local By-Laws and the International Constitution. The names of 542 persons appearing on the list were contained in the aforesaid pay roll.

⁴ This is substantially the same unit as previously found appropriate by the Board. See *Matter of Thompson Products, Inc.*, 47 N. L. R. B. 619.

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 Thompson Products, Inc., Detroit, 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 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 Local No. 1, Society of Tool and Die Craftsmen or by International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), and its Local No. 247, for the purposes of collective bargaining, or by neither.