

In the Matter of J. I. CASE COMPANY, BETTENDORF WORKS *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, C. I. O.

*Case No. 18-CA-154.—Decided April 10*

DECISION

AND

ORDER

Upon a charge duly filed September 9, 1949, by International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., herein called the Union, the General Counsel of the National Labor Relations Board, herein called the General Counsel, by the Regional Director for the Eighteenth Region (Minneapolis, Minnesota), issued a complaint dated November 15, 1949, against J. I. Case Company, herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the Act. Copies of the complaint, the charge, and notice of hearing were duly served upon the Respondent and the Union on or about November 15, 1949.

With respect to the unfair labor practices, the complaint alleges, in substance, that on or about August 15, 1949, and at all times thereafter, the Respondent refused to bargain collectively with the Union as the exclusive representative of all employees in an appropriate unit, although on August 5, 1949, the Board had certified the Union as the exclusive representative of all employees in the unit for the purposes of collective bargaining,<sup>1</sup> and although the Union was on August 5, 1949, and has been since that date, the exclusive representative of all employees in the unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

On or about December 27, 1949, the Respondent filed an answer admitting, among other allegations, the allegation that the Union

<sup>1</sup> See Third Supplemental Decision and Certification of Representatives, *J. I. Case Company*, 18-RC-139, reported at 85 NLRB 576.

had requested the Respondent to bargain collectively, in respect to rates of pay, wages, hours of employment, and other conditions of employment, with the Union as the exclusive representative of all employees in the unit; that on August 5, 1949, the Board certified the Union as the exclusive bargaining representative in a unit of employees as set forth in the Board's Third Supplemental Decision and Certification of Representatives in Case No. 18-RC-139; and that on or about August 15, 1949, and at all times thereafter, the Respondent did refuse, and does now refuse, to bargain collectively with the Union as the exclusive bargaining representative of all employees in the unit; but denying, among other allegations, the allegation that the unit is an appropriate unit, and the allegation that the Respondent had engaged in, and was engaging in, unfair labor practices within the meaning of Section 8 (a) (1) and (5) of the Act.

Thereafter all parties entered into a stipulation which set forth an agreed statement of facts. The stipulation provides that the parties thereby waive their rights to a hearing and to the taking of testimony and the submission of further evidence before a Trial Examiner, the Board, or any member thereof, and to the preparation and filing of an Intermediate Report and Recommended Order, and to the making and issuance of proposed findings of fact and conclusions of law by the Board. The stipulation further provides that, upon such stipulation and the record as therein provided, the Board may issue its Decision and Order or make any disposition of this matter, which it could have made if a hearing had been held before a Trial Examiner, the Board, or any member thereof.

The aforesaid stipulation is hereby approved and accepted and made a part of the record in this case. In accordance with Section 203.45 of National Labor Relations Board Rules and Regulations—Series 5, as amended, and the order of the Board dated January 27, 1950, this proceeding was duly transferred to and continued before the Board.

Pursuant to the provisions of Section 3 (b) of the Act, the National Labor Relations Board has delegated its powers in connection with this proceeding to a three-member panel [Chairman Herzog and Members Reynolds and Murdock].

Upon the basis of the aforesaid stipulation, the record and proceedings in Case No. 18-RC-139, and the entire record in this case, the Board, having duly considered the briefs filed by the Respondent and the Union, makes the following:

## FINDINGS OF FACT

## I. THE BUSINESS OF THE RESPONDENT

The Respondent is now, and has been at all times hereinafter mentioned, a corporation, organized under and existing by virtue of the laws of the State of Wisconsin. At Bettendorf, Iowa, the Respondent operates a plant, designated as the Bettendorf Works, hereinafter called the Plant, at which Plant it is engaged in the manufacture and sale of farm implements. During the fiscal year from November 1, 1948, through October 31, 1949, the Respondent made purchases of raw materials amounting in value in excess of \$1,000,000 of which more than 90 percent represented purchases and shipments to the Plant from points outside the State of Iowa. For the same period, Respondent made sales of manufactured products amounting in value in excess of \$1,000,000, of which more than 90 percent represented sales and shipments from the Plant to points outside the State of Iowa.

The Respondent admits and we find that it is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.

## II. THE ORGANIZATION INVOLVED

International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., is a labor organization as defined in Section 2 (5) of the Act.

## III. THE UNFAIR LABOR PRACTICES

*A. The appropriate unit and representation by the Union of a majority therein*

We find that all production and maintenance employees of the Respondent at the Plant, excluding all tool and die makers, toolroom machine operators, tool and die heat treaters, tool and die makers' apprentices, toolroom crib attendants and their leadermen, toolroom helpers, die sinkers, die finishers, inspectors on dies, tools, and jigs, and tool welders, all of whom work in Department 84 of the Respondent's Plant, all patternmakers and patternmakers' apprentices employed in Department 281 of the Respondent's Plant, and all plant protection employees, professional employees, technical and clerical employees, and all supervisors as defined in the Act, presently constitute, and have at all times since August 5, 1949, constituted, a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

We also find that since August 5, 1949, on which date the Board certified the Union as the exclusive representative of all employees in the above unit for the purposes of collective bargaining,<sup>2</sup> the Union has been the exclusive representative of all employees in the unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

### B. *The refusal to bargain*

The Respondent admits that on or about August 9, 1949, the Union requested the Respondent to bargain collectively, with respect to rates of pay, wages, hours of employment, and other conditions of employment, with the Union as the exclusive representative of all employees in the unit, and that on or about August 15, 1949, and at all times thereafter, the Respondent did refuse and does now refuse to bargain collectively with the Union as the exclusive representative of all employees in the unit. Accordingly, we find that the Respondent thereby violated Section 8 (a) (5) and (1) of the Act.

## IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in Section III, above, occurring in connection with its operations as described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

## V. THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

Upon the basis of the above findings of fact and upon the entire record in this case, the Board makes the following:

## CONCLUSIONS OF LAW

1. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., is a labor organization as defined in Section 2 (5) of the Act.

<sup>2</sup> We reject as without merit the contentions raised by the Respondent in its brief with respect to the validity of the representation proceedings in Case No. 18-RC-139 and the Union's certification based thereon, contentions which we have already overruled in the representation proceeding.

2. All production and maintenance employees of the Respondent at its Bettendorf, Iowa, plant, excluding all tool and die makers, toolroom machine operators, tool and die heat treaters, tool and die makers' apprentices, toolroom crib attendants and their leadermen, toolroom helpers, die sinkers, die finishers, inspectors on dies, tools, and jigs, and tool welders, all of whom work in Department 84 of the Respondent's said plant, all patternmakers and patternmakers' apprentices employed in Department 281 of the Respondent's said plant, and all plant protection employees, professional employees, technical and clerical employees, and all supervisors as defined in the Act, presently constitute, and have at all times since August 5, 1949, constituted, a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., was on August 5, 1949, and at all times thereafter has been, the exclusive representative of all employees in the aforesaid unit for the purpose of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing on August 15, 1949, and at all times thereafter, to bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., as the exclusive representative of all employees in the aforesaid appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) and (1) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

### ORDER

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the Respondent, J. I. Case Company, Bettendorf, Iowa, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., as the exclusive representative of all production and maintenance employees at its Bettendorf, Iowa, plant, excluding all tool and die makers, toolroom machine operators, tool and die heat treaters, tool and die makers' apprentices, toolroom crib attendants and their leadermen, toolroom helpers, die sinkers, die finishers, in-

spectors on dies, tools, and jigs, and tool welders, all of whom work in Department 84 of the Respondent's said plant, all patternmakers and patternmakers' apprentices employed in Department 281 of the Respondent's said plant, and all plant protection employees, professional employees, technical and clerical employees, and all supervisors as defined in the Act;

(b) Interfering in any other manner with the efforts of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., to negotiate for, or to represent, the employees in the aforesaid bargaining unit as the exclusive bargaining agent.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, C. I. O., as the exclusive representative of all production and maintenance employees at its Bettendorf, Iowa, plant, excluding all tool and die makers, toolroom machine operators, tool and die heat treaters, tool and die makers' apprentices, toolroom crib attendants and their leadermen, toolroom helpers, die sinkers, die finishers, inspectors on dies, tools, and jigs, and tool welders, all of whom work in Department 84 of the Respondent's said plant, all patternmakers and patternmakers' apprentices employed in Department 281 of the Respondent's said plant, and all plant protection employees, professional employees, technical and clerical employees, and all supervisors as defined in the Act, with respect to rates of pay, wages, hours, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Post at its Bettendorf, Iowa, plant copies of the notice attached hereto, marked Appendix A.<sup>3</sup> Copies of said notice, to be furnished by the Regional Director for the Eighteenth Region, shall, after being signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and maintained by it for a period of sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for the Eighteenth Region in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply herewith.

<sup>3</sup> In the event this order is enforced by decree of a Circuit Court of Appeals, there shall be inserted in the notice before the words, "A DECISION AND ORDER" the words, "A DECREE OF THE UNITED STATES CIRCUIT COURT OF APPEALS ENFORCING."

## APPENDIX A

## NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL bargain collectively upon request with INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURE IMPLEMENT WORKERS OF AMERICA, C. I. O., as the exclusive representative of all employees in the bargaining unit described herein with respect to rates of pay, wages, hours, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

The bargaining unit is:

All production and maintenance employees at our Bettendorf, Iowa, plant, excluding all tool and die makers, toolroom machine operators, tool and die heat treaters, tool and die makers' apprentices, toolroom crib attendants and their leadermen, toolroom helpers, die sinkers, die finishers, inspectors on dies, tools and jigs, and tool welders, all of whom work in Department 84 of the said plant, all patternmakers and patternmakers' apprentices employed in Department 281 of the said plant, and all plant protection employees, professional employees, technical and clerical employees, and all supervisors as defined in the Act.

J. I. CASE COMPANY.

By \_\_\_\_\_  
(Representative) (Title)

Dated \_\_\_\_\_

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.