

In the Matter of INTERNATIONAL HARVESTER COMPANY, WEST PULLMAN WORKS, EMPLOYER AND PETITIONER and UNITED FARM EQUIPMENT AND METAL WORKERS, LOCAL NO. 107, UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, UNION

Case No. 13-RM-65.—Decided April 13, 1950

DECISION
AND
DIRECTION OF ELECTION

Upon a petition duly filed, a hearing was held before Karl W. Filter, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.¹

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

Upon the entire record² in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.
2. The labor organizations involved claim to represent certain employees of the Employer.
3. The Employer, the Union, and the UAW question the right of the Engineers and the Firemen to intervene and to attempt to sever from a production and maintenance unit³ a group of powerhouse

¹ United Automobile, Aircraft & Agricultural Implement Workers, herein called the UAW, was permitted to intervene upon the basis of contractual interest. International Union of Operating Engineers, Local No. 399, AFL, herein called the Engineers, and International Brotherhood of Firemen, Oilers and Maintenance Laborers, Local No. 7, AFL, herein called the Firemen, were permitted to intervene on behalf of the powerhouse employees upon the basis of administrative showing of interest.

² The Employer, the Union, and the UAW, by entering into a Stipulation for Certification upon Consent Election, during the hearing, resolved all other issues herein, except (1) the propriety of permitting the Engineers and the Firemen to intervene, and (2) the appropriateness of the powerhouse unit requested by them. These remaining issues will be considered hereinafter.

³ The unit stipulated to in the Consent Agreement mentioned in footnote 2, *supra*, is as follows: All production and maintenance employees, excluding salaried employees, supervisory employees on hourly basis above the rank-and-file of working group leaders, factory clerical employees, office clerical employees, indentured apprentices, student executives, fire and watch employees (except production and maintenance employees who act as volunteer firemen), die sinkers, trimming die sink makers, trimming die and upset die maker apprentices, and helpers.

employees, in view of an existing contract, covering such employees, which does not expire until June 30, 1950. The Engineers and the Firemen contend, on the other hand, that the filing of the petition herein raises a question concerning representation for all purposes, and that their intervention is proper. For reasons stated in *Pratt & Letchworth Co., Inc.*,⁴ we find that the above-mentioned contract does not constitute a bar to an election among the powerhouse employees. Accordingly, the motions to dismiss the petitions of the Engineers and the Firemen are hereby denied.

We find that a question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The Engineers requests a unit of operating engineers. The Firemen requests a unit of firemen and junior firemen. As an alternative position, both of such unions jointly request an over-all unit of powerhouse employees.

It appears that the engineers and the firemen work in the same physical area, under the same working conditions, and have the same hierarchy of supervision. There is no interchange of the duties and functions between either group and the other maintenance employees. Under the circumstances, we find that the duties and interests of the firemen are not sufficiently distinct and separate from those of the engineers to justify establishing a separate unit of the firemen apart from the engineers.⁵

However, Board precedent has fully established the propriety of two or more labor organizations acting jointly as bargaining representative for a single group of employees.⁶ We see no reason to depart from such precedent in the present instance, and accordingly find that the Engineers and the Firemen may appear jointly on the ballot in the election directed hereinafter. If they should win, they will be certified jointly as the bargaining representative of the employees in the entire appropriate unit. The Employer may then insist that the Engineers and the Firemen do in fact bargain jointly for such employees as a single unit.

Upon the entire record in this case, we find that the following employees may constitute a single unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

⁴ 89 NLRB 124 (Member Reynolds dissenting).

⁵ See *Rheinstein Construction Company, Inc.*, 88 NLRB 46.

⁶ *Gus Gullerman Iron & Metal Company*, 88 NLRB 1232, and cases cited therein.

All powerhouse employees, including operating engineers, employed at the Employer's West Pullman Works plant, Chicago, Illinois, but excluding all other employees and supervisors ⁷ as defined in the Act.⁸

However, we shall make no final unit determination at this time, but shall first ascertain the desires of these employees as expressed in the election directed hereinafter. If a majority vote for the Engineers and the Firemen, they will be taken to have indicated their desire to constitute a separate appropriate unit.

DIRECTION OF ELECTION

As part of the investigation to ascertain representatives for the purposes of collective bargaining with the Employer, an election by secret ballot shall be conducted as early as possible, but not later than 30 days from the date of this Direction, under the direction and supervision of the Regional Director for the Region in which this case was heard, and subject to Sections 203.61 and 203.62 of National Labor Relations Board Rules and Regulations, among the employees in the unit found appropriate in paragraph numbered 4, above, who were employed during the payroll period immediately preceding the date of this Direction of Election, including employees who did not work during said payroll period because they were ill or on vacation or temporarily laid off, 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, and also excluding employees on strike who are not entitled to reinstatement, to determine whether they desire to be represented, for purposes of collective bargaining, jointly by International Union of Operating Engineers, Local No. 399, AFL, and International Brotherhood of Firemen, Oilers and Maintenance Laborers, Local No. 7, AFL,⁹ or by United Farm Equipment and Metal Workers, Local No. 107, United Electrical, Radio and Machine Workers of America, or by United Automobile, Aircraft & Agricultural Implement Workers of America, CIO, or by none.

⁷ Excluded as supervisors are the chief engineer and the assistant chief engineer.

⁸ *International Harvester Company, Milwaukee Works*, 85 NLRB 1175.

⁹ It appears that Local No. 7 of the Firemen is out of compliance. Unless it effects compliance within 2 weeks from the date of this direction, the Regional Director is instructed that it shall not be accorded a place on the ballot.