

In the Matter of PITTSBURGH EQUITABLE METER COMPANY and
PITTSBURGH FEDERATION OF METER WORKERS

Case No. 6-R-1101.—Decided May 3, 1945

Reed, Smith, Shaw & McClay, by *Mr. Seward H. French*; and *Mr. George McAllister* and *Miss Eleanor Emerson*, of Pittsburgh, Pa., for the Company.

Mr. Harry A. Sherman, of Pittsburgh, Pa., for the Federation.

Mr. David Scribner, of New York City, and *Messrs. Sylvan Libson* and *Allan McNeil*, of Pittsburgh, Pa., for the C. I. O.

Mrs. Augusta Spalding, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

Upon a petition duly filed by Pittsburgh Federation of Meter Workers, herein called the Federation, alleging that a question affecting commerce had arisen concerning the representation of employees of Pittsburgh Equitable Meter Company, Pittsburgh, Pennsylvania, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before W. G. Sherman, Trial Examiner. Said hearing was held at Pittsburgh, Pennsylvania, on March 8, 1945. The Company, the Federation, and United Electrical, Radio and Machine Workers of America, affiliated with the Congress of Industrial Organizations, herein called the C. I. O., appeared, participated, and 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

Pittsburgh Equitable Meter Company is engaged in the manufacture, sale, and distribution of gas and liquid materials, valves, gas

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regulating equipment, aircraft instruments, and aircraft parts at Pittsburgh, Pennsylvania. During 1944, the raw materials purchased for use at the Pittsburgh plant exceed \$225,000 in value, of which approximately 15 percent represented materials brought to the plant from points outside Pennsylvania. During the same period, products shipped from the Pittsburgh plant were valued in excess of \$7,000,000, of which approximately 85 percent represented products sold and shipped to points outside Pennsylvania.

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

II. THE ORGANIZATIONS INVOLVED

Pittsburgh Federation of Meter Workers is an unaffiliated labor organization, admitting to membership employees of the Company.

United Electrical, Radio and Machine Workers of America is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

In 1940 the Company recognized Local 615, a labor union chartered by the C. I. O., as the exclusive bargaining representative of its employees and entered into written contracts with Local 615 on their behalf covering the period from May 1940 to July 1943. From September 1943 to December 1944, negotiations were carried on between Local 615 and the Company for the formation of a new contract. The Company continued to operate under the expired contract with certain agreed changes, but no new written contract was ever concluded. In December 1944, employees of the Company in a regular union meeting voted to withdraw from Local 615 and, in January 1945, they formed the Federation, the petitioner in this proceeding. In January 1945, also, the C. I. O. revoked the charter of Local 615. The Federation requested recognition as bargaining representative of the Company's employees, which the Company declined to grant. We find that there is no contract presently existing between the Company and its employees which would serve as a bar to a determination of representatives at this time.

A statement prepared by a Board agent and introduced into evidence at the hearing indicates that the Federation represents a substantial number of employees in the unit hereinafter found appropriate.¹

¹ The Federation submitted 955 cards, 924 of which bore apparently genuine original signatures of employees appearing on the pay roll of February 4, 1945. Of the cards, 27 were undated, and the remaining were dated in January 1945. There are approximately 1,000 employees in the appropriate unit.

The C. I. O. filed no cards, but relies for its interest on its status as parent body of the former representative of the Company's employees.

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 DETERMINATION OF REPRESENTATIVES

The parties agree, and we find, that all production and maintenance workers, production clerks, and inspectors at the Company's Pittsburgh plant, the unit described in prior contracts between the Company and Local 615, should be included in a bargaining unit. Office employees, foremen, and all supervisory employees within the Board's definition of the term were excluded from coverage under the contracts, and we shall, in accordance with our custom, exclude these employees from the production and maintenance unit. The parties disagree with respect to the inclusion of so-called "supervisors" and guards in the production and maintenance unit.

"Supervisors": The Company employs about 40 men, called "supervisors" in its employment categories, but more accurately described as group leaders. These employees instruct and assign material to men who work under them in groups from 1 to 40. Supervisors do not assign work. They have no authority to hire or discharge or make recommendations with respect to the status of employees under them. The so-called supervisors or group leaders were deemed production workers and included in the former contracts between the Company and the C. I. O. They are hourly paid employees, and they share generally in the benefits and privileges enjoyed by other production and maintenance employees. They are paid 10 to 15 cents less than the foremen under whose direction they work. The Company and the C. I. O. agree that supervisors should be included in the bargaining unit. The position of the Federation is not entirely clear. The Federation apparently agrees that "supervisors" as a group should be included in the unit, but questions the Company's classification of certain individuals as "supervisors," and urges that the rightful classification of employees is properly a matter of bargaining between the Company and their recognized representative. We shall include so-called supervisors as an employment category within the bargaining unit, and we shall exclude from the bargaining unit all employees having supervisory authority within our definition of that term.²

Guards: The Company employs at its Pittsburgh plant 14 guards. During the pendency of the contracts between the Company and Local 615 these employees were armed and subject to military regulations. They were not covered by the contracts between the Company and Local 615 and, so far as the record discloses, they were without repre-

² *Matter of Edgewater Steel Company*, 56 N. L. R. B. 1778; *Matter of Charlottesville Woolen Mills*, 59 N. L. R. B. 1160

sentation. Approximately 8 months prior to the hearing in this proceeding, the Company's guards were honorably discharged from military service and they are now wholly under the jurisdiction and control of the Company. The Company contends that its guards are now allied with management, that they are confidential employees, and hence that they should be excluded from the bargaining unit. For reasons which we have set forth in prior decisions, we find no merit in the Company's contention.³ The Company's guards are essentially plant watchmen, whose duties relate to the preservation of its property against fire and other hazards. They exercise no supervisory powers and they are not "monitorial" in their relation to other employees. They wear uniforms and some of them carry arms. They are paid on an hourly basis with overtime, and enjoy the same general terms and conditions of employment as production and maintenance employees, and there appears to be no reason to deny them the rights of collective bargaining if they choose to exercise such rights. Since guards were not included in the unit established under the prior contracts, we shall conduct a separate election among these employees to determine their desires with respect to the matter. We shall also conduct an election among other production and maintenance employees in categories previously covered by the contracts between the Company and the C. I. O. We shall make no finding with respect to the appropriate unit or units for employees of the Company, pending the outcome of the elections.

We shall accordingly direct that separate elections be conducted among employees in the separate voting groups described below, who were employed during the pay-roll period immediately preceding the date of the Direction of Elections herein, subject to the limitations and additions set forth in the Direction:

1. All production and maintenance workers, production clerks, and inspectors at the Company's Pittsburgh plant, including so-called supervisors, but excluding office employees, guards, foremen, 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; and

2. All guards, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.

DIRECTION OF ELECTIONS

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,

³ *Matter of Ford Motor Company*, 48 N. L. R. B. 413, and cases cited therein.

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 Pittsburgh Equitable Meter Company, Pittsburgh, Pennsylvania, separate elections 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 Sixth 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 groups described below, 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 Pittsburgh Federation of Meter Workers, or by United Electrical, Radio, and Machine Workers of America, C. I. O., for the purposes of collective bargaining, or by neither.

1. All production and maintenance workers, production clerks, and inspectors at the Company's Pittsburgh plant, including so-called supervisors, but excluding office employees, guards, foremen, 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; and

2. All guards, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.