

In the Matter of FORD MOTOR COMPANY and INTERNATIONAL UNION,
UNITED AUTOMOBILE WORKERS OF AMERICA, A. F. OF L.

Case No. 18-R-1307.—Decided October 19, 1945

Mr. Philip L. Hogan, of Detroit, Mich., for the Company.

Mr. George Rogers, of Muskegon Heights, Mich., and *Mr. Swen G. Erickson*, of L'Anse, Mich., for the Union.

Mr. Herman Goldberg, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by International Union, United Automobile Workers of America, A. F. of L., herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Ford Motor Company, L'Anse, Michigan, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Stephen M. Reynolds, Trial Examiner. The hearing was held at Houghton, Michigan, on July 13, 1945. The Company and the Union 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 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

Ford Motor Company, a Delaware corporation, having its principal offices at Detroit, Michigan, operates three plants located at L'Anse, Alberta, and Pequaming, Michigan, where it is ordinarily engaged in the manufacture of lumber. The Company annually obtains logs, valued at approximately \$1,000,000, from its timber holdings and

through purchases from "outside sources." Practically all the logs are cut from timber located in the State of Michigan, however, a small amount is obtained from States other than the State of Michigan. Of the Company's annual sales of lumber, amounting in value to \$1,250,000, about 25 percent is shipped to points outside the State of Michigan. It appears that a substantial amount of the lumber is shipped to the Company's plants at Dearborn, Michigan, where it is used in the manufacture of automobiles; a small percentage is disposed of on the commercial market.

The Company concedes that its L'Anse and Alberta plants, which are presently manufacturing lumber, are engaged in interstate commerce. It contends, however, that the Pequaming plant is not subject to the Board's jurisdiction, inasmuch as that plant has not been operating productively since the fall of 1942.¹ This contention lacks merit. Although the Pequaming plant is not now engaged in any manufacturing operations, the Company maintains at this plant a force composed of firemen, maintenance employees, and plant-protection employees.² We perceive no reason to regard the Pequaming plant's present operations, though they are unproductive, as separate and distinct from the operations of the Company's L'Anse and Alberta plants, which are admittedly engaged in interstate commerce. The Union seeks to represent in a single unit the plant-protection employees of the Pequaming plant together with the plant-protection personnel of the other two plants. Apart from the jurisdictional issue the Company raises, it agrees that the scope of this unit is proper. All three plants normally manufacture the same product, are located in the same vicinity, are supervised by a single manager and his assistant, and apparently constitute one operating unit. The Board's jurisdiction over the Pequaming plant cannot properly be determined by regarding that plant in isolation; it must be viewed as part of the Company's lumber manufacturing business in the L'Anse-Alberta-Pequaming area.³ So regarded, the Board's jurisdiction over the Pequaming plant is plain.⁴ And it is obvious that a labor dispute involving the plant-protection employees at Pequaming might easily lead to sympathetic strikes and other industrial disturbances among the employees of the Company's L'Anse and Alberta plants. Thus,

¹ The manager of all three of the Company's lumber manufacturing plants testified that he did not know if the Pequaming plant would be placed on a producing basis in the future.

² The duties of the plant-protection employees are set forth in Section IV. The firemen maintain electric light service and water service for the Pequaming plant. The record does not disclose the duties of the maintenance employees. It appears that all of these groups service not only the Pequaming plant, but also the Company's village at Pequaming.

³ That the Company is generally engaged in interstate commerce cannot be disputed. See, e. g., the following *Ford Motor Company* cases: 30 N. L. R. B. 985, 988, 35 N. L. R. B. 1082, 1084; 45 N. L. R. B. 70, 71; 47 N. L. R. B. 209, 210; 54 N. L. R. B. 82; 57 N. L. R. B. 1814, 1823; 58 N. L. R. B. 1535, 1536.

⁴ See *Virginia Electric and Power Company v. N. L. R. B.*, 115 F. (2d) 414, 415, 416 (C. C. A. 4), aff'd 314 U. S. 469; *N. L. R. B. v. Schmidt Baking Co., Inc.*, 122 F. (2d) 162, 163 (C. C. A. 4).

the Pequaming plant's operations can fairly be said to affect interstate commerce, and we so find.⁵

We find that the operations of the Company's L'Anse, Alberta, and Pequaming plants affect commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

International Union, United Automobile Workers of America, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The Company refuses to recognize the Union until it is certified by the Board.

A statement of the Field Examiner of the Board, introduced into evidence at the hearing, indicates that the Union represents a substantial number of employees in the unit hereinafter found to be appropriate.⁶

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 are in agreement that all plant-protection employees of the Company's Alberta, Pequaming, and L'Anse, Michigan, plants, exclusive of supervisory employees, constitute an appropriate unit. The parties are in disagreement, however, with reference to the inclusion or exclusion of captain-leader, captains, and relief-captains,⁷ the Company desiring their exclusion on the ground that they are supervisory employees, and the Union contending that their status is such as to justify their inclusions.

The record discloses that there are the following plant-protection employees at the three plants: three gatemen, nine patrolmen, one captain-leader, and seven captains. All four classifications are employed at the L'Anse plant; at the Alberta plant there are only patrolmen, and at the Pequaming plant there are only captains.⁸

It is not disputed that all plant-protection employees are under the supervision of the manager and assistant manager of all three plants.⁹

⁵ See *Virginia Electric and Power Company, supra*; and *Schmidt Baking Co., Inc., supra*.

⁶ The Field Examiner reported that the Union submitted 20 authorization cards, and that there were 20 employees within the alleged appropriate unit.

⁷ There is no classification of relief-captain, as such. On occasion, however, plant-protection employees substitute for the captains.

⁸ The record discloses the following: *L'Anse*—three gatemen, six patrolmen, one captain-leader, three captains. *Alberta*—three patrolmen. *Pequaming*—four captains.

⁹ The Union specifically asked for the exclusion of the chief of the plant-protection department. The record discloses that although the Company does not maintain such a classification, the manager considers himself in that category. There is some testimony by a captain that he regards the assistant manager as being the "plant-protection chief."

The plant-protection employees are neither militarized nor uniformed; some bear arms.

Insofar as the captains at Pequaming are concerned, the record reveals, and the Company admits in its brief, that they do not have supervision over any employees. Their duties consist of making the rounds of the plant and the Company's village. The Company contends that, because these employees are charged with full responsibility for its property, they should be excluded from the unit. We are of the opinion, however, that these employees do not exercise supervisory or managerial functions; accordingly, we shall include them within the unit.

At the L'Anse plant, which is operated on three shifts, there is a captain assigned to each shift. The record discloses that the captains, sometimes referred to as desk-captains, sit at a desk in the plant-protection department's headquarters. In the performance of their duties they follow printed instructions prepared by the manager or assistant manager. It appears that they are in charge of the department and that they transmit orders to the employees on their respective shifts, which they receive from the manager or assistant manager. The captains assign the plant-protection personnel to various jobs when necessary; however, they infrequently instruct them, since the plant-protection employees follow printed instructions prepared by the manager or assistant manager. The Company's contention that the captains have the power to make effective recommendations with respect to hiring, discharging, and disciplining plant-protection employees is not borne out by the record. No instance is revealed where such recommendations were actually made.

There is credible testimony by a captain assigned to the L'Anse plant that he did not consider that he had any supervisory authority; that he had never made any recommendations regarding the status of any plant-protection employees; and that he had never been told that he had such authority.¹⁰ There was also testimony by a plant-protection employee who substitutes for captains on occasion that in cases warranting disciplinary action he would consider it his duty to communicate with the manager for instructions. On the basis of the entire record, we are of the opinion that the authority exercised by the captains is not of such nature as to warrant their exclusion as supervisory employees. We shall therefore include them in the unit. Likewise,

¹⁰ The manager testified that he had never instructed the captains either in writing or orally that they had the authority to make such recommendations. The manager's testimony that "in a general way * * * when hiring plant-protection personnel he would look for recommendations from the plant-protection department and most likely would contact the captain," does not, in our opinion, indicate that power to make such recommendations has been vested in the captains, or that such recommendations when made, would be given effective weight.

we shall include all patrolmen at L'Anse who substitute for captains on occasion.

The captain-leader works on the second shift, which appears to be the busiest part of the day, at both the L'Anse and Alberta plants.¹¹ It also appears that he travels occasionally from L'Anse to the other two plants, and at times assists the captains. At times he transmits to the captains orders which he receives from the manager. His rate of pay is 5 cents per hour higher than that of the captains, and 10 cents per hour higher than that of the remaining plant-protection employees. As in the case of the captains at L'Anse, there is no convincing evidence that the captain-leader is vested with or exercises the power to recommend effectively the hire, discharge, or discipline of employees. We shall, therefore, include him in the unit.

We find that all plant-protection employees of the Company's Alberta, Pequaming, and L'Anse, Michigan, plants, including the captain-leader, captains, and employees who substitute for captains, but excluding the manager and assistant manager, 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 means of 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 a part of the investigation to ascertain representatives for the purposes of collective bargaining with Ford Motor Company, L'Anse, 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 Eighteenth 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 em-

¹¹ He is carried on the pay roll of the L'Anse plant.

ployees 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 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 or not they desire to be represented by International Union, United Automobile Workers of America, A. F. of L., for the purposes of collective bargaining.

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Direction of Election.