

In the Matter of AMERICAN RADIATOR AND STANDARD SANITARY CORPORATION *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, LOCAL 824

In the Matter of AMERICAN RADIATOR AND STANDARD SANITARY CORPORATION *and* INTERNATIONAL UNION OF MINE, MILL & SMELTER WORKERS, C. I. O.

Cases Nos. 20-R-1556 and 20-R-1565, respectively.—Decided May 3, 1946

Messrs. Tinning and Delap, by Mr. Dana Murdock, of Richmond, Calif., for the Company.

Mr. James F. Galliano, of Oakland, Calif., for the IAM.

Mr. James F. Galliano, of Oakland, Calif., and Mr. Frank Brown, of San Francisco, Calif., for the Molders.

Gladstein, Anderson, Resner, Sawyer & Edises, by Mr. Bertram Edises, of Oakland, Calif., for the CIO.

Messrs. P. A. Prestrud and S. F. Dommès, of Richmond, Calif., for the Enamelware Workers.

Mr. John A. Nevros, of counsel to the Board.

DECISION

DIRECTION OF ELECTIONS

AND

ORDER

STATEMENT OF THE CASE

Upon a petition duly filed by International Association of Machinists, Local 824, herein called the IAM, and an amended petition duly filed by International Union of Mine, Mill & Smelter Workers, C. I. O., herein called the C. I. O., each alleging that a question affecting commerce had arisen concerning the representation of employees of American Radiator and Standard Sanitary Corporation, Richmond, California, herein called the Company, the National Labor Relations Board consolidated the cases and provided for an appropriate hearing upon due notice before Wallace E. Royster, Trial Examiner. The hearing was held at San Francisco, California, on January

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16 and 19, 1946. At the commencement of the hearing the Trial Examiner granted the motions to intervene filed by International Molders and Foundry Workers Union, Lodge 164, A. F. L., herein called the Molders, and by Enamelware Workers' Union, 18524, A. F. L., herein called the Enamelware Workers. The Company, the IAM, the CIO, the Molders, and the Enamelware Workers 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.

At the hearing, the IAM moved for leave to withdraw its petition in Case No. 20-R-1556 and petitioned for leave to intervene in Case No. 20-R-1565. Ruling thereon was reserved for the Board. Inasmuch as the representation petition of the CIO in Case No. 20-R-1565 involves the question concerning representation present in Case No. 20-R-1556, the motion for leave to withdraw and the petition to intervene are both granted. 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

American Radiator and Standard Sanitary Corporation, a Delaware corporation, operates approximately 14 plants throughout the United States. This proceeding is concerned solely with its plant located in Richmond, California, where the Company is engaged in the manufacture of enameled iron plumbing goods. During 1941, the last full year of peacetime operations, the Company purchased for its Richmond, California, plant approximately \$1,263,000 worth of raw materials, supplies and equipment, of which about 37 percent represented shipments from sources outside the State of California. During the same period the Company's Richmond plant manufactured about \$2,840,000 worth of finished products, of which about 18 percent represented shipments to points outside the State. During the war years the Company manufactured magnesium incendiary bombs and cast iron hand grenades at the Richmond plant. At the time of the hearing the Company was actively resuming peacetime production. It anticipates that upon a resumption of full peacetime production, the total dollar value of purchases and sales, and the percentages moving across State lines, will be substantially the same as in 1941.

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

II. THE ORGANIZATIONS INVOLVED

International Association of Machinists, Local 824, is a labor organization admitting to membership employees of the Company.

International Union of Mine, Mill & Smelter Workers, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

International Molders and Foundry Workers Union, Lodge 164, and Enamelware Workers' Union, 18524, both affiliated with the American Federation of Labor, are labor organizations admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The Company does not now recognize, and has refused to grant recognition to, any labor organization as the exclusive bargaining representative of its employees until a bargaining representative or representatives have been certified by the Board in an appropriate unit or units.

The IAM, the Molders, and the Enamelware Workers, in their joint brief filed after the hearing, contend that their separate agreements with the Company are each a bar to these proceedings. We shall consider these agreements separately.

The IAM Contract: On January 6, 1943, the Company and the IAM entered into a closed-shop agreement covering substantially all the Company's production and maintenance employees. This agreement provided that it was to be "in effect from January 1st, 1943, until January 1st, 1944" and that "thirty days prior to the expiration of this Agreement, either party desiring to amend the Agreement shall submit to the other party hereto, in writing, the proposed amendments or revisions, if any." The IAM contends that this agreement, by its terms, was renewed automatically in 1944, 1945, and 1946, and hence bars an election for the balance of the 1946 renewal period. We do not agree. Assuming, but not deciding, that the contract was renewable automatically from year to year, it is clear that the CIO's petition and amended petition of October 9, and October 26, 1945, respectively,¹ were filed before the alleged effective automatic renewal notice date in 1945, and thus rendered the contract inoperative as a bar.²

The Enamelware Workers' Contract: On August 22, 1945, the Company and the Enamelware Workers entered into an apparent closed-shop agreement allegedly covering the same job classifications pre-

¹ Although actually filed on October 26, 1945, the CIO's amended petition was not docketed by the Regional Office until December 7, 1945.

² See *Matter of Kansas Power & Light Company*, 64 N. L. R. B. 915; *Matter of The Texas Company*, 62 N. L. R. B. 182; and *Matter of Shower Brothers Company, Inc.*, 13 N. L. R. B. 829.

viously represented by this union when manufacture of civilian goods was suspended in 1942. The agreement is effective for an initial period of one year, from August 22, 1945 to August 22, 1946, and thereafter from year to year unless notice to amend or terminate is given by either party 30 days prior to the anniversary date of the agreement. At the time the agreement was entered into, the Company had ceased war production but had not yet converted to normal peacetime production. Indeed, some of the classifications previously covered by the Enamelware Workers had ceased to exist with the suspension of normal production in 1942 and had not yet been recreated in August, 1945. Moreover, it is further apparent that the Company then had only approximately 45 percent of its full peacetime personnel force on its pay roll. We are not persuaded that the employees in the unit described in the contract were, on August 22, 1945, representative of the skills embraced by its terms.³ Accordingly, we find, under all the circumstances of the case, that this contract does not constitute a bar to these proceedings.⁴

The Molders' Agreement: The Molders contends that a master agreement negotiated by it with an association of foundry employers known as the Northern California Foundrymen's Institute, which agreement is known as the Northern California Foundry Master Agreement, is a bar to this proceeding insofar as it affects the employees of the Company represented by the Molders. The Company is not a member of the Northern California Foundrymen's Institute. Although the Master Agreement provides that non-members may subscribe to it, the Company has never signed the agreement, nor has it signed any agreement with the Molders that would bind it to the provisions of the Master Agreement. However, the Company appears to have adhered to some of the provisions of this agreement. Inasmuch as the Company is admittedly not under written contract with the Molders, and at best has only an oral understanding affecting the employees herein, which cannot operate as a bar to these proceedings, we find no merit in the Molders' position.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the CIO represents a substantial number of employees in the unit which it alleges to be appropriate.⁵

³ We note in this connection that although the agreement purports to cover employees in the cleaning section of the cleaning, blasting and welding department, and those employees engaged in spot or production welding, the Enamelware Workers' unit position at the hearing is in derogation of the unit described by the contract.

⁴ Cf. *Matter of Sinclair Rubber, Inc.*, 57 N. L. R. B. 800, and cases therein cited; *Matter of Ball Brothers Company*, 54 N. L. R. B. 1512.

⁵ The Field Examiner reported that the CIO submitted 102 signed authorizations, of which 85 bore the names of employees listed on the Company's pay roll for the period ending September 30, 1945, and that there were approximately 292 employees in the unit sought. At the hearing the CIO introduced 4 additional cards. The Trial Examiner

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 CIO seeks a unit of all production and maintenance employees at the Company's Richmond plant; excluding warehousemen, teamsters, electricians, office personnel, plant protection personnel, and all supervisory employees. The IAM, the Molders and the Enamelware Workers, each contends that the unit sought by the CIO is inappropriate. The IAM requests a unit⁶ consisting of all employees in the machine shop, the metal pattern shop, the maintenance plant, compressor operators, welders including spot or production welders, and employees working on the roto blast machine.⁷ The Molders desires a unit including all employees working in core making, in the molding room, the melting room,⁸ in the cleaning section of the cleaning, blasting and welding department (exclusive of welders), and all yardmen⁹ working in the vicinity of or in conjunction with the foundry and cleaning section.¹⁰ The Enamelware Workers seeks a residual unit

checked them against the same pay roll and found that three bore the names of employees listed thereon.

At the hearing, the IAM submitted to the Trial Examiner 38 authorization cards, of which 31 bore the names of employees in the unit sought by the IAM as listed on the Company's pay roll for the period ending September 30, 1945. There were approximately 71 employees in the unit sought by the IAM.

The Enamelware Workers also submitted to the Trial Examiner 47 membership designation cards, of which 32 bore the names of employees in the unit sought by the Enamelware Workers as listed on the Company's pay roll for the period ending September 30, 1945. At the time of the hearing there were approximately 72 employees in the unit sought by the Enamelware Workers.

The Molders relies upon its agreement, referred to above, and upon the history of collective bargaining with the Company, as evidence of its interest in the proceeding.

In their joint brief filed subsequent to the hearing, the IAM, the Molders, and the Enamelware Workers contended that the CIO's showing of interest in the over-all-unit claimed by it is insufficient to warrant an election, and that in any event its showing is certainly insufficient in the units sought by the Enamelware Workers and the IAM, respectively, to warrant the holding of elections therein. We find no merit to this contention. In view of the CIO's showing of 30 percent in the over-all unit, and in view of the fact that, on the basis of the intervenors' respective showings, we are directing elections in substantially the same voting groups as were sought by them, we shall also accord the CIO a place on the ballot in each voting group. See *Matter of Brad Foote Gear Works, Incorporated*, 60 N L R B 97.

⁶ At the hearing the IAM amended the unit sought as shown above.

⁷ Except for the spot or production welders who are in the cleaning, blasting and welding department, and the roto blast operators who will replace the manual blasters, the other employees in this unit are from an organizational standpoint part of the machine shop department.

⁸ The molding and melting rooms apparently are part of the foundry department.

⁹ Testimony adduced at the hearing indicates that this excludes employees listed in the yard department.

¹⁰ The unit sought by the Molders includes the whole foundry department, and in addition the cleaning section of the cleaning, blasting and welding department, exclusive of any welders therein.

comprising all employees in the enamel room, the mill room, the slush room, the crate department, the yard department, inspectors (with the exception of the final inspectors), and janitors (with the exception of those in the machine shop).¹¹ The Company takes no position with respect to the appropriate unit or units.

The Richmond plant of the Company, which is engaged in the manufacture of enameled iron plumbing goods, consists of several buildings so constructed that they give the effect of one continuous building. The operations are divided into eight principal departments: foundry department, cleaning, blasting and welding department, enamel department, millroom department, shipping department, crate department (box shop), machine shop department, and yard department. Although each department is under separate supervision, there is considerable integration of the manufacturing processes. Thus, raw materials are brought into the foundry area where the cast iron is melted and the molten cast is poured into the molds.¹² After cooling, the castings are removed from the molds and sent to the cleaning, blasting and welding department. They are then sandblasted in the cleaning section, welded in the welding section, and if imperfections require it, are carefully ground and finished in the blasting section in preparation for the subsequent application of enamel. The castings proceed from there to the enamel department for a base coating and a dry coating of enamel. The slush and the enamel are manufactured in the millroom, which is essentially a glass manufacturing plant. After the castings are enameled, they are inspected, and, if accepted, are trucked to the shipping department for packing, crating and storing until shipped. The crates are manufactured in the crate department. The employees of the machine shop maintain all the machines and tools throughout the plant. The yard department workers perform miscellaneous functions in various departments.

There have been no previous unit determinations by the Board affecting the employees of the Company at the Richmond plant. The bargaining history which exists originally developed along craft lines, then broadened into departmental units with the original craft as the nucleus of each enlarged unit, and finally, during the period of war production¹³ further expanded into one large industrial unit repre-

¹¹ This does not include employees in the shipping department, who are members of the International Brotherhood of Teamsters, Warehousemen, and Helpers of America, herein called the Teamsters, and who are not a party to this proceeding; four maintenance electricians who are members of the IBEW, and one wood pattern maker, who is allegedly a member of the Wood Patternmakers Union.

¹² The molds, which are made of sand, are prepared in the foundry department.

¹³ There was considerable expansion of personnel during the period of war production, with the Company's peak employment reaching approximately 1,100 workers compared with an average of approximately 350 to 375 employees during normal peacetime production.

sented by the IAM, except for smaller units represented by the Molders and the Enamelware Workers.¹⁴ The units presently sought by the Molders, the IAM, and the Enamelware Workers approximately coincide with the prewar units. The essential differences are: the IAM is claiming the spot welders, who were formerly represented by the Enamel Workers, and employees who may be assigned to operating the roto blast, a new machine; the Molders seeks to include the cleaning room, excluding welders, who heretofore have been represented by the Enamelware Workers; the Enamelware Workers is not contending for the above groups which it previously represented and which are now claimed by the IAM and the Molders.

The Intervenor contends that the history of collective bargaining at this plant is conclusive as to the appropriateness of bargaining units on a craft basis and that an industrial unit would be an innovation. They further contend that there has never been any question of the crafts representing their basic jurisdiction. However, it appears that the extension of organization by the intervenors beyond their basic jurisdiction followed no well-defined lines and that there has been considerable overlapping of representation. Consequently, except for the recognized craft nucleus originally represented by each of the intervenors there appears no discernible historical continuity of clearly definable units. However, the employees in the machine shop, being primarily machinists and mechanics, constitute a department with craft characteristics, and the workers in the foundry department constitute a department of well recognized homogeneity.¹⁵ These two departments, together with a residual unit, might well constitute three separate appropriate units generally following the pattern of collective bargaining at this plant prior to the period of war production. On the other hand, the close integration of the peacetime manufacturing process clearly points to the feasibility of a production and maintenance unit as sought by the CIO.¹⁶ In our opinion, the evidence points to the equal propriety either of a single production and maintenance unit as sought by the CIO, or of three separate units as urged by the IAM, the Molders' and the Enamelware Workers, with some modifications. In these circumstances, we shall make no final unit determina-

¹⁴ In addition to the above, the Teamsters has represented the shipping department employees since about 1941. These employees are not in issue in these proceedings. During the period of war production, from July 1942 to August 1945, the Enamelware Workers' unit was virtually obliterated and this organization was left with no well-defined group to represent. This is attributable largely to the fact that the enamel department was closed during the war period and its employees were assigned to other departments on different work.

¹⁵ See *Matter of Hurley Machine Division of Electric Household Utilities Corporation*, 64 N. L. R. B. 1181.

¹⁶ In the *Matter of American Radiator & Standard Sanitary Corporation*, 35 N. L. R. B. 172, involving the Pittsburgh plant of the Company, the Board found a unit of production and maintenance workers to be appropriate. The manufacturing processes and products of the Pittsburgh plant appear to have been approximately the same as in the instant proceeding.

tion at this time, but shall be guided, in part, by the desires of the employees involved as expressed in the elections ordered hereinafter. In the event that the employees in more than one of the voting groups described below select the CIO, such voting groups shall together constitute a single appropriate unit.

There remains for consideration the specific composition of the voting groups.

As indicated above, the units presently sought by the IAM, the Molders, and the Enamelware Workers are not entirely in accord with the prewar pattern of bargaining history at this plant. Furthermore, it appears that in the past each of the intervenors has represented employees having the same classification and employed in the same department. Accordingly, although there is no dispute among the intervening unions as to the lines of demarcation separating the groups of employees each claims to represent at present, we find it necessary to closely examine the composition of these groups in the light of the prewar bargaining history, insofar as possible, and the existing functional considerations in order to achieve a clear delineation of the appropriate voting groups in the elections which we shall hereinafter direct.

The IAM Group: As noted above, the IAM would include in its unit, in addition to the employees in the machine shop department, the roto blast workers and the production or spot welders who are in the cleaning, blasting and welding department. The roto blast workers will be employed in the operation of a large automatic blasting machine known as the roto blast and will replace the employees now doing manual blasting in the cleaning, blasting and welding department.¹⁷ Although the machine shop department includes among its employees maintenance welders, it is apparent that the work of the production or spot welders in the cleaning, blasting and welding department is clearly distinguishable from the work of the maintenance welders in the machine shop. The production or spot welders are not only in a separate department, under separate supervision, from the maintenance welders, but the latter are more highly skilled than the spot welders.¹⁸ Both the manual blasters and the production or spot welders have been represented by the Enamelware Workers in the past, but the Enamelware Workers no longer admits to membership the employees in the cleaning, blasting and welding department,¹⁹ and does not now seek to include these classifications in its alleged appropriate

¹⁷ There were no roto blast operators at the time of the hearing. They are a new classification at this plant but it appears that they will be functionally a part of the cleaning, blasting and welding department.

¹⁸ In the *Matter of Preco, Incorporated*, 63 N. L. R. B 568, the Board found a unit of welders and their helpers to be appropriate, but excluded spot welders therefrom.

¹⁹ This action was taken by the Enamelware Workers pursuant to instructions from the American Federation of Labor in apparent settlement or clarification of a jurisdictional dispute at this plant.

unit.²⁰ Nevertheless, we are of the opinion that the interests of the roto blast operators and the production or spot welders are more closely akin to those of the other employees in the cleaning, blasting and welding department, who are excluded from this voting group, than to those of the employees in the machine shop department. Accordingly, we shall exclude the roto blast operators and the production or spot welders from the voting group comprising all employees in the machine shop department.²¹

The Molders Group: The contention of the Molders that the employees of the cleaning room (excluding welders) should be included with the foundry department employees is without basis either in the bargaining history or the functional or administrative organization of the plant. These employees were represented by the Enamelware Workers before the war and for the most part by the IAM during the war. They are under separate supervision, are part of another department, and enjoy separate departmental seniority. Accordingly, we shall exclude the cleaning room employees from the voting group of Molders.

The Residual Group: As stated above, the Enamelware Workers seeks a unit of all production and maintenance employees of the Company at its Richmond plant excluding those workers claimed by the IAM and the Molders, final inspectors, janitors in the machine shop department, and other agreed exclusions.²² We have already disposed of the contentions as to the employees of the cleaning, blasting and welding department. There remain for consideration the questionable categories of janitors and inspectors, which are discussed hereinafter.²³

²⁰ The Enamelware Workers has relinquished jurisdiction of the employees in the cleaning section of the cleaning, blasting and welding department to the Molders, and of the employees in the blasting and welding sections to the IAM.

²¹ There are approximately four maintenance electricians in the machine shop department who apparently are not represented by any union but assertedly are members of the International Brotherhood of Electrical Workers. They do not appear to have been covered by any of the peacetime contracts at this plant; they are excluded from the Enamelware Workers' contract of August 22, 1945, and the CIO definitely seeks their exclusion. None of the other parties appear to seek their inclusion. Accordingly, we shall exclude the maintenance electricians from both the IAM group and the residual group. See *Matter of Hale Brothers Stores, Inc.*, 62 N. L. R. B. 367.

²² The agreed exclusions include: the employees of the shipping department, who are represented by the Teamsters, office and clerical employees; the nurse; the guards (or watchmen), who during the war were militarized and carried side arms, and who at the time of the hearing were deputy sheriffs in Contra Costa County, California, carried arms and were all uniformed; the Chief Enamel Inspector, who all the parties concede, and we find, is a supervisory employee within the Board's customary definition of that term; foremen and assistant foremen.

²³ At the time of the hearing there was also one wood pattern maker in the yard department who was alleged to be a member of the Wood Pattern Makers Union. None of the contracts with the Company have included this employee and the Company has had no bargaining relations with any "Wood Pattern Makers" union. In accordance with the apparent agreement of the parties herein we shall exclude him.

Janitors: The Enamelware Workers claims all janitors except those in the machine shop. None of the other parties appears to have taken any position as to their disposition. During the war, the IAM represented most of the janitors under the provisions of its industrial type contract. The record is not clear as to the number of janitors employed by the Company at the Richmond plant at the time of the hearing. Although the Company's pay roll for the period ending September 29, 1945, lists only two janitors, both in the yard department, testimony indicates that there is at least one janitor or sweeper assigned to each of the large departments, and that their work is confined to the production and maintenance areas thereof. We are of the opinion that the interests of all janitors are similar and are more closely allied with those of the workers in the residual group than with the employees in the other two groups. Accordingly, we shall include all janitors in the residual group.

Inspectors: The Enamelware Workers seeks to include all inspectors except final inspectors²⁴ and those in a supervisory capacity.²⁵ None of the other parties has taken a position with respect to these employees. In accord with our practice, we shall include the inspectors with the production and maintenance employees in the residual group.²⁶

On the entire record and in accordance with the foregoing findings of fact, we shall direct that the questions concerning representation which have arisen be resolved by separate elections by secret ballot among the employees in the voting groups described in the Direction of Elections, 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.

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, 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 American Radiator

²⁴ Although the Enamelware Workers uses the term "final inspectors," there is no clarification in the record as to the description of duties of such "final inspectors." We assume that they are not supervisory employees and that their authority and responsibility is similar to that of the other inspectors.

²⁵ See footnote 22, *supra*.

²⁶ See *Matter of Frick Co.*, 63 N. L. R. B. 837; *Matter of Alhs-Chelmers Manufacturing Company*, 63 N. L. R. B. 101; *Matter of Vulcan Mold and Iron Company*, 62 N. L. R. B. 1219; *Matter of Crane Co.*, 62 N. L. R. B. 1089, *Matter of American Gear & Mfg. Co., and American Stock Gear Company*, 62 N. L. R. B. 201; and *Matter of The Whitcomb Locomotive Company*, 60 N. L. R. B. 1160.

and Standard Sanitary Corporation, Richmond, California, 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 Twentieth 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 following groups of employees of the Company, 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 elections:

(1) To determine whether all employees in the machine shop department including machinists, tool and die makers, metal pattern makers, compressor room operators, maintenance specialists and maintenance welders, but excluding janitors, maintenance electricians, roto blast operators, production or spot welders and any other employees of the cleaning, blasting and welding department, foremen, assistant 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, desire to be represented by International Association of Machinists, Local 824, or by International Union of Mine, Mill & Smelter Workers, C. I. O., for the purposes of collective bargaining, or by neither;

(2) To determine whether all employees in the foundry department excluding janitors, all employees in the cleaning room of the cleaning, blasting and welding department, foremen, and assistant 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, desire to be represented by International Molders and Foundry Workers Union, Lodge 164, A. F. L., or by International Union of Mine, Mill & Smelter Workers, C. I. O., for the purposes of collective bargaining, or by neither;

(3) To determine whether all production and maintenance employees including janitors, inspectors, and all employees of the cleaning, blasting and welding department, but excluding employees in voting groups (1) and (2) above, employees of the shipping department, wood pattern makers, guards, maintenance electricians, office and clerical employees, nurses, chief enamel inspectors, foremen, assistant 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, desire to be represented by Enamelware Workers' Union, 18524, A. F. L., or by International Union of Mine, Mill & Smelter Workers, C. I. O., for the purposes of collective bargaining, or by neither.

ORDER

For the reasons set forth in the section entitled "Statement of the Case," it is hereby ordered that the IAM's motion, made at the hearing, for permission to withdraw its petition in Case No. 20-R-1556 be, and it hereby is, granted.

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