

IN the Matter of WHITE FURNITURE COMPANY, EMPLOYER and
UPHOLSTERERS INTERNATIONAL UNION OF NORTH AMERICA, AFL,
PETITIONER

Case No. 5-R-2790.—Decided May 2, 1947

Messrs. Kenneth N. Brim and T. H. Brooks, both of Greensboro, N. C., for the Employer.

Messrs. Ben Shouse and Jack Clark, both of High Point, N. C., for the Petitioner.

Mr. W. L. Carson, of High Point, N. C., for the C. I. O.

Mr. Warren H. Leland, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

Upon a petition duly filed, hearing in this case was held at Greensboro, North Carolina, on February 5, 1947, before Joseph Lepie, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in the case, the National Labor Relations Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYER

White Furniture Company, a North Carolina corporation, is engaged in the manufacture of furniture at Mebane, North Carolina. During the year 1946, the Employer purchased raw materials valued in excess of \$100,000, approximately 75 percent of which was received from points outside the State of North Carolina. During the same period, the Employer manufactured and sold finished products, valued in excess of \$100,000, approximately 85 percent of which was shipped to points outside the State.

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

II. THE ORGANIZATIONS INVOLVED

The Petitioner is a labor organization affiliated with the American Federation of Labor, claiming to represent employees of the Employer.

United Furniture Workers of America, herein called the CIO, is a labor organization affiliated with the Congress of Industrial Organizations, claiming to represent employees of the Employer.

III. THE QUESTION CONCERNING REPRESENTATION

On September 12, 1946, the Petitioner requested recognition as the bargaining representative for the Employer's production and maintenance employees. The Employer refused to recognize the Petitioner until certified by the Board in an appropriate unit.

The record reveals that on June 28, 1945, the Employer and the CIO executed a collective bargaining contract covering the Employer's production and maintenance employees. On July 22, 1946, the parties executed a new contract providing that it was to remain in effect until July 22, 1947, and from year to year thereafter in the absence of notice given by either party 30 days prior to any expiration date. The CIO contends that the new contract is a bar to the present proceeding. The Petitioner asserts, however, that the CIO local in the plant is defunct and that the contract is therefore not a bar. In the latter connection it appears that at a meeting of the CIO local held on September 12, 1946, all 40 members present unanimously voted to affiliate with the Petitioner. The local thereupon notified the CIO of its action and returned its charter. The CIO local has held no meetings since that time and, allegedly, has no present membership among the employees involved.

Inasmuch as the effective date of the automatic renewal clause of the 1946 contract is less than 2 months, and its anniversary date less than 3 months, distant, we find, apart from any other consideration, that the contract is not a bar to this proceeding.¹

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

IV. THE APPROPRIATE UNIT

We find, in accordance with the agreement of the parties, that all production and maintenance employees at the Employer's Mebane, North Carolina, plant, including inspectors, the clipper operator and assistant foreman, and the tape machine operator and assistant foreman, but excluding clerical employees, the superintendent, 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, constitute a unit appro-

¹ See *Matter of Elder Manufacturing Company*, 73 N L R B 230

prate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

DIRECTION OF ELECTION ²

As a part of the investigation to ascertain representatives for the purposes of collective bargaining with White Furniture Company, Mebane, North Carolina, 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 Fifth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Sections 203.55 and 203.56, of National Labor Relations Board Rules and Regulations—Series 4, among the employees 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 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 Upholsterers International Union of North America, AFL, or by United Furniture Workers of America, CIO, for the purposes of collective bargaining, or by neither.

CHAIRMAN HERZOG took no part in the consideration of the above Decision and Direction of Election.

² Any participant in the election herein may, upon its prompt request to and approval thereof by the Regional Director, have its name removed from the ballot.