

In the Matter of CALIFORNIA METAL TRADES ASSOCIATION, SAN FRANCISCO MACHINE SHOP DIVISION AND ITS MEMBER PLANTS, EMPLOYER and UNITED STEELWORKERS OF AMERICA, CIO (SUCCESSOR TO MACHINISTS UNION, INDEPENDENT), PETITIONER

In the Matter of ACE MANUFACTURING AND SUPPLY COMPANY, EMPLOYER and UNITED STEELWORKERS OF AMERICA, CIO (SUCCESSOR TO MACHINISTS UNION, INDEPENDENT), PETITIONER

In the Matter of BELMONT ENGINEERING COMPANY, EMPLOYER and UNITED STEELWORKERS OF AMERICA, CIO (SUCCESSOR TO MACHINISTS UNION, INDEPENDENT), PETITIONER

*Cases Nos. 20-R-1806, 20-R-1815, and 20-R-1816, respectively.—
Decided February 14, 1947*

Little, Coakley & Lauritzen, by Mr. John B. Lauritzen, of San Francisco, Calif., and Mr. Charles V. Cole, of San Francisco, Calif., for the Employers.

Messrs. J. H. Sapiro, E. F. Dillon, and Harry Hook, all of San Francisco, Calif., and Mr. Philip M. Curran, of Pittsburgh, Pa., for the Petitioner.

Mr. A. C. McGraw, of Oakland, Calif., for the Intervenor.

Mr. Sydney S. Asher, Jr., of counsel to the Board.

DECISION
ORDER
AND
DIRECTION OF ELECTIONS

Upon separate petitions duly filed, a consolidated hearing in these cases was held at San Francisco, California, between September 4 and 13, 1946, before Robert E. Tillman, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.¹

The Employers and the Intervenor, by separate motions, moved to dismiss the petitions on the grounds that the Petitioner is not a labor

¹ In their brief, the Employers moved to make certain corrections in the transcript and exhibits. No objections to this motion have been filed by any of the other parties. Accordingly, the motion is hereby granted.

organization within the meaning of the Act, that the Petitioner's showings of representation are not adequate, that no questions of representation have arisen because neither the Petitioner nor the Petitioner's predecessor ever requested recognition before filing the petitions herein, that the contracts between the Intervenor and the Employers constitute bars to the present proceedings, and that the units sought by the Petitioner are inappropriate. For reasons stated in Sections II, III, and IV, below, the motions are hereby denied. After the hearing, the Intervenor moved to combine these cases with Cases Nos. 20-R-1721, 20-R-1722, 20-R-1804, 20-R-1811 and 20-R-1817, involving, respectively, employees of California State Brewers Institute, Western Can Company, Edward J. Dreis, Co., Ltd., Liberty Machine & Pole Line Co. and Oscar Krenz, Incorporated. We have this day issued a separate Decision in those cases, and have therein denied the Intervenor's motion to combine, and given our reasons for doing so. The Intervenor's request for oral argument herein is denied inasmuch as the record, in our opinion, adequately presents the issues and positions of the parties.

Upon the entire records in the consolidated cases, the National Labor Relations Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYERS

California Metal Trades Association, herein called the Association, is a California corporation having as members firms engaged in the metal trades industry in California. One of its functions is to negotiate collective bargaining contracts in behalf of its member firms with labor organizations. To facilitate its operations, the Association has been organized into various divisions, including the San Francisco Machine Shop Division, which is the only division involved herein. The individual member firms of the Association do a gross business ranging from approximately \$10,000 to over \$5,000,000 per year. The percentage of purchases outside the State of California of the member firms of the Association ranges from a minimum of approximately 5 percent to a maximum of more than 50 percent. The percentage of sales outside the State of the member firms of the Association ranges from a minimum of 3 percent to a maximum of over 50 percent. They are one or two members of the Association which are engaged predominantly in engineering and experimental work and such work is in connection with and for firms engaged in interstate commerce within the meaning of the Act.

Ace Manufacturing and Supply Company, herein referred to as Ace, is successor to Kusber Bros. & Page, and conducts business at an

establishment in San Francisco, California. It has been a member of the Association since May 1, 1946.

Belmont Engineering Company, herein called Belmont, conducts business at its establishment in Belmont, California. It has been a member of the Association since October 1, 1945.

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

II. THE ORGANIZATIONS INVOLVED

The Intervenor maintains that the Petitioner is not a labor organization within the meaning of the Act on the ground that the Petitioner's predecessor, Machinists Union, Independent, herein called the Independent, was not a labor organization. Whatever the status of the Independent while it existed, the Petitioner itself is unquestionably a labor organization as defined by Section 2 (5) of the Act, and we so find.

San Francisco Lodge No. 68, affiliated with the International Association of Machinists, herein called the Intervenor, is a labor organization claiming to represent employees of the Employers.

III. THE QUESTIONS CONCERNING REPRESENTATION

A. The Association

For many years, Lodge 68 of the International Association of Machinists, herein called Lodge 68, has bargained for tool and die makers, machinists, specialists, helpers and apprentices employed by most uptown shops² in San Francisco and vicinity. From 1938 to 1944 there were formal bargaining contracts between Lodge 68 and the Association. Generally, employers which were not members of the Association signed separate identical contracts during these years of Association-wide bargaining. In 1944 there was no contract between Lodge 68 and the Association.³ However, Lodge 68 did negotiate a number of contracts with individual shops in 1944 and also in 1945.

On August 19, 1944, the Secretary of the Navy took possession of 99 machine shops in the San Francisco area. On August 20, 1945, the Association notified Lodge 68 that the Navy Department had given it permission to negotiate with Lodge 68. Negotiations were then entered into. No agreement was reached and on October 29, 1945, Lodge 68 called a strike against all members of the Association and against all independent shops with which it had no contracts. However, nego-

² Uptown shops are manufacturing, contract jobbing, and general machine contract shops

³ On June 3, 1944, the National War Labor Board prohibited the Association and Lodge 68 from entering into any agreement.

tiations between the Association and Lodge 68 continued during the strike.

On February 16, 1946, the Executive Council of the Grand Lodge of the International Association of Machinists, herein called the International, which had not authorized the strike, arrived in San Francisco to investigate the strike situation. The next day, the International's representatives conferred with officers of Lodge 68. On February 20, 1946, the Association submitted proposals for a new agreement to Lodge 68 and the International. The International called a membership meeting of Lodge 68 on February 26, 1946, to discuss the proposals of the Association, but nothing was accomplished.

On February 27, 1946, the International sent letters to all members of Lodge 68 setting forth the terms of the Association's proposals. The members were asked to ballot as to whether (1) the proposals were acceptable, and (2) the International should sign a contract with the Association in behalf of Lodge 68. About 7,500 ballots were mailed out and 2,750 were returned. Of the returned ballots, approximately 2,400 answered both questions in the affirmative. On March 3, 1946, Lodge 68, at the call of its local officials, held a special meeting at which the proposals of the Association were rejected by a vote of 2,198 to 624.

On March 5, 1946, the International notified the officers of Lodge 68, in writing, that the President of the International had filed charges against Lodge 68, that a trial would be had on these charges on March 11, 1946, and that, pending this hearing, Lodge 68 was restrained from taking further actions of any kind. On March 7, 1946, the International sent letters to all members of Lodge 68 informing them of the charges. On March 7 or 8, 1946, the International notified the Association that charges were pending against Lodge 68.

On March 10, 1946, a special meeting of Lodge 68 was held, at which approximately 4,000 members attended. Admission was limited to members of Lodge 68 in good standing. At this meeting, a motion to secede from the International Association of Machinists and to continue as an independent union carried by an overwhelming majority. All officers of Lodge 68 joined in the secession.

On March 11, 1946, a representative of the Independent⁴ telephoned a representative of the Association, between 9:30 a. m. and 11 a. m., to tell him of the secession, and claimed that the Independent represented the "machinists in this town." On the same day, the International held a hearing on the charges against Lodge 68 and temporarily suspended the latter. The International then notified the

⁴ The Independent was originally known as "Machinists Union No 68" By court order of March 16, 1946, it was restrained from using "No 68" in its name, and thereafter was known either as "Machinists Union" or as "Machinists Union, Independent"

Association, in writing, that it was authorized to act in behalf of Lodge 68 and that it was prepared to meet immediately with representatives of the Association for purposes of collective bargaining. The meeting convened at about 7:30 p. m. The parties reached a tentative agreement and initialed it before midnight.

About noon on March 12, 1946, representatives of the Independent delivered to the Association a letter stating that the machinists in the employ of firms affiliated with the Association were now members of the Independent and that the Independent was prepared to enter into negotiations for a new contract. Later the same day, the collective bargaining contract between the International, acting in behalf of Lodge 68, and the Association was formally signed. This agreement, herein called the master contract, provided that it should remain in effect until March 31, 1947, and should continue in effect for 1 year thereafter, unless either party gave to the other written notice of desire to alter, amend or terminate, at least 30 days before the termination date. On March 14, 1946, the International notified members of Lodge 68 that the contract had been signed and that they should return to work. On March 18, 1946, the strike terminated.

Since the schism in its ranks, Lodge 68 has been governed by officials appointed by the International. Lodge 68 has, however, continued to collect dues, hold membership meetings and elect shop stewards and committeemen. At the time of the hearing, it had 6,500 members.

On June 16, 1946, the Independent voted to affiliate with the Petitioner and was chartered on July 3, 1946, with the same officers. On June 26, 1946, the Petitioner, as successor to the Independent, filed the petition herein with respect to machinists employed by members of the Association.

B. Ace

In 1944, Kusber Bros. & Page, predecessor of Ace, signed a collective bargaining agreement with Lodge 68. This contract was to expire April 1, 1945, but was to continue in effect for 1 year thereafter, unless either party gave to the other written notice of desire to alter, amend, or terminate, at least 30 days before the expiration date. No such notice was served by either party 30 days before April 1, 1945, and the contract therefore was automatically renewed until March 31, 1946. Sometime in October 1945, Ace signed an interim contract with Lodge 68, effective from October 29, 1945, to March 31, 1946. At the same time, the parties executed a stipulation which provided: -

In the event a Master Agreement is accepted by the Lodge for its jurisdiction, the terms and conditions of said Master Agreement shall apply to and be incorporated in the collective bargaining agreement entered into this day by the parties hereto.

On April 2, 1946, after the schism, Ace signed a collective bargaining contract with the International, acting in behalf of Lodge 68, identical in its provisions with the master contract between the International and the Association. The petition herein with respect to machinists in Ace's employ was filed on June 28, 1946.

C. Belmont

In December 1945, Belmont signed a collective bargaining contract with Lodge 68 for a term to expire on March 31, 1946, and renewable for an additional year in the absence of written notice by either party to the other of desire to alter, amend or terminate, at least 30 days before the expiration date. On March 25, 1946, after the schism, Belmont signed a contract with the International, acting in behalf of Lodge 68, identical in its terms with the master contract. The petition herein with respect to Belmont's machinists was filed on June 28, 1946.

D. Conclusions

The Employers and the Intervenor contend that the contracts between the Employers and the International constitute bars to any present elections, especially since none of the petitions was filed within 10 days after the Independent's initial demands for recognition.⁵ The Petitioner, on the other hand, maintains that the 10-day rule should not be applied here.

We find it unnecessary to consider the contract bar question in the form in which it has been raised. All the contracts which are urged as a bar may be terminated on March 31, 1947, less than 2 months from the present time, upon appropriate notice by the parties thereto. Under these circumstances, we find that the existing contracts are not bars to current determinations of representatives.⁶

The Intervenor maintains that no questions concerning representation have arisen, inasmuch as the Petitioner has not made sufficient showings of interest, and neither the Petitioner nor its predecessor, the Independent, requested recognition before filing the present petitions. These contentions are without merit. As to the Petitioner's showings of interest, which were submitted to the Board for administrative reasons, we are satisfied that they are adequate. With respect to the contention that no requests for recognition were made upon the Employers, assuming that such requests were not made, it is well settled that a demand for recognition before the filing of a petition is not a prerequisite to raising a question concerning representation.⁷

⁵ Cf. *Matter of General Electric X-Ray Corporation*, 67 N. L. R. B. 997.

⁶ *Matter of Clark Bros Co, Inc.*, 66 N. L. R. B. 349.

⁷ *Matter of The Union Fork & Hoe Company*, 63 N. L. R. B. 194; *Matter of Trans-Bridge Lines, Inc.*, 61 N. L. R. B. 320; *Matter of Sylvania Electric Products, Inc.*, 59 N. L. R. B. 1298.

We find, therefore, that questions affecting commerce have arisen concerning the representation of employees of the Employers within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNITS

A. The contentions of the parties

The Petitioner seeks one Association-wide unit of tool and die makers, machinists, specialists, helpers and apprentices and separate units of similar classifications of employees employed by those members of the Association which it proposes to exclude from the Association-wide unit. The Petitioner would limit the Association-wide unit to machinists employed by those members of the Association which, before the schism, had been members of the Association, had empowered the Association to act in their behalf during the 1945-1946 negotiations, and had not entered into separate contracts with Lodge 68 in 1945 or 1946. The Intervenor and the Employers contend, firstly, that the appropriate unit should be area-wide in scope, and, secondly, that if any Association-wide unit should be established, it should include all machinists employed by firms which may be members of the Association at the time of the issuance of our Decision and Direction of Elections herein. The Employers and the Intervenor agree with the Petitioner as to the categories of employees to be included in any unit or units.

B. The area-wide unit

For the reasons stated in *California State Brewers Institute, et al.*, Cases Nos. 20-R-1721, 20-R-1722, 20-R-1804, 20-R-1811, and 20-R-1817 (72 N. L. R. B. 665), decided this day, we find that an area-wide unit is not appropriate.

C. The Association-wide unit

At the time of the hearing, the Association had 111 members.⁸ The Petitioner agrees that the machinists of 80 of these 111 firms should be included in the unit. It desires the exclusion of the machinists employed by the remaining 31 companies.

Of the 31 firms in dispute :

4 had delivered powers of attorney to the Association before the master contract was signed on March 12, 1946, and had not signed separate agreements.⁹

⁸ The 111 members claimed by the Association consisted of Ace Manufacturing and Supply Company, Belmont Engineering Company, Oscar Krenz, Incorporated, Western Can Company, the 84 firms listed in Appendix A, attached hereto, and the 23 firms listed in Appendix B attached hereto. It excluded King Manufacturing Co., Northern Packing Company, Pacific Machine Shop, The Rex Company and Staples & Pfeiffer, which 5 concerns had withdrawn from the Association before the hearing.

⁹ Anderson Steel Products Co., Carlen Tool & Die Works, Federal Mogul Corporation and the San Francisco Elevator Co.

7 had delivered powers of attorney to the Association at the beginning of the negotiations in the Fall of 1945, but later, during the strike and before the signing of the master contract, signed separate agreements with Lodge 68.¹⁰

20 had never delivered powers of attorney to the Association at any time, or had delivered powers of attorney to the Association after the master contract was signed on March 12, 1946.¹¹

The constitution and bylaws of the Association give the Association no power to bind the members to Association-wide contracts. The constitution provides:

The objects of this Association shall be to: . . . (d) Represent or assist members, when requested, in the settlement of disputes with their employes.

Apparently because of this lack of express authority, Local 68 has insisted since 1940 that, before starting negotiations for a new contract, the Association obtain and deliver to it powers of attorney from those of its members which were to be bound by the contract to be negotiated. Each year since 1940, the Association has complied with this request of Local 68. When agreement was reached on the terms of a contract, the secretary of the Association has signed the contract in behalf of those firms from which it had received powers of attorney. Not all Association members have delivered powers of attorney to the Association. Those that did not, signed separate agreements. Some members have given powers of attorney 1 year and have not given such powers the following year.¹² The number of shops covered by the Association-wide contracts has varied from 25 in 1938 to 86 in 1942.

The broadest unit which the Board is empowered to find appropriate under Section 9 (b) of the Act is the "employer unit." The term "employer" is here used as defined in Section 2 (2) of the Act, that is, it "includes any person acting in the interest of an employer."

¹⁰ Belmont Engineering Company, Duart Manufacturing Co, Ltd, International Sales Company, International Totalizer Company, Niagara Duplicator Company, Reichel Engineering Company and U. S. Pipe & Manufacturing Co

The record is conflicting as to whether or not Belmont delivered a power of attorney to the Association in the fall of 1945. We find that Belmont did deliver such a power of attorney, and it is therefore included in the above list. The testimony was conflicting as to whether or not Carlen Tool & Die Works signed a separate contract with Lodge 68 during the strike. We find that no such contract was executed and have therefore omitted Carlen Tool & Die Works from the above list.

¹¹ Ace Manufacturing and Supply Company, Atomized Metals Company, Brunig's Machine Works, Calif Saw Works, Cherry Burrell Corporation, Connor Spring Mfg Company, Gettins Steel Company, Oscar Krenz, Incorporated, Lathe Tool Works, Liberty Machine & Pole Line Co, Joseph Lawrence Company, Michel & Pfeffer, Montague Pipe & Steel Company, Otis Elevator Company, Pump Repair Service, A Schilling Company, Stanger Manufacturing Company, Jos. Wagner Mfg. Company, Western Can Company and Western Pipe & Steel Company.

¹² The powers of attorney were not continuing in nature, but merely remained in effect with respect to the specific contract for which they were given. Thus, new powers of attorney had to be executed at the beginning of negotiations for each new contract.

When a number of employers voluntarily group themselves together in an association for the purpose of negotiating uniform wages, hours and working conditions for the employees of members of the association and entrust the association with the power to make binding collective bargaining agreements in their behalf, the association is an "employer" within the meaning of the Act inasmuch as it acts "in the interest of an employer." And where a well established history of collective bargaining on an association-wide basis already exists the Board will usually find an association-wide unit appropriate as an "employer unit."¹³

In the present case, none of the parties has questioned the right of the Board to find an association-wide unit appropriate. In fact, the Employers and the Intervenor have contended that the Association-wide unit is too narrow in scope; they desire to enlarge it to include all appropriate firms in the San Francisco area, a contention which we have rejected. The only question, therefore, is as to the inclusions in the Association-wide unit.

As a recent practice establishes, the Association's power to bind its members to collective bargaining agreements stems not from mere membership in the Association but from the powers of attorney. By not granting a power of attorney in any year, an Association member has, in effect, withdrawn from the Association-wide unit for that year.¹⁴ A number of member firms manifested such an intention by their conduct during the 1945-1946 negotiations which culminated in the March 12, 1946, agreement between the Association and the Intervenor. These firms either did not give powers of attorney to the Association before March 12, 1946, or, if they did, repudiated them by signing separate individual agreements with Lodge 68.¹⁵ Some of them delivered powers of attorney to the Association after March 12, and their names were thereafter listed as bound by the master contract. But this *ex post facto* adherence does not create true association-wide bargaining. It is an act hardly distinguishable from that of a company which, after the execution of the master contract, signs a separate identical contract with the union. True association-wide bargaining exists only where the association has received power in advance to negotiate for and to bind the association's members. In

¹³ *Matter of Waterfront Employers Association of the Pacific Coast, et al.*, 71 N. L. R. B. 80; *Matter of Bercut Richards Packing Company, et al.*, 64 N. L. R. B. 133; *Matter of Rubin E. Rappoport & Sons, et al.*, 62 N. L. R. B. 1118; *Matter of Advance Tanning Company, et al.*, 60 N. L. R. B. 923

¹⁴ Compare Second Supplemental Decision in *Matter of Bercut-Richards Packing Company, et al.*, 68 N. L. R. B. 605, in which the Board held that employees of an Employer which had withdrawn from the employer association since the issuance of the original Decision constituted a separate unit.

¹⁵ Although the powers of attorney stated that they were irrevocable, they could be revoked. Restatement of the Law of Agency, Section 118-b. It would seem clear that the signing of a separate contract with Lodge 68 constituted a revocation. Restatement of the Law of Agency, Section 125.

this sense, only the firms which delivered powers of attorney to the Association before March 12, 1946, properly indicated their desire to be part of an association-wide unit. It is also interesting to note that, with one exception,¹⁶ only these firms had their names affixed to the March 12 contract at the time of the signing. Accordingly, we are of the opinion that at the present time, the Association-wide unit should be limited to the machinists of those member firms which delivered valid, outstanding powers of attorney to the Association before March 12, 1946. The net result of our determinations is that the machinists in the employ of the 80 undisputed firms, plus 4 of the firms in dispute,¹⁷ properly belong in the Association-wide unit,¹⁸ while the machinists employed by the remaining firms in dispute do not. We conclude and find that the Association is the employer of the machinists of the firms listed in Appendix A, attached hereto, within the meaning of the Act.

D. Separate employer units

The Petitioner urges that separate elections be directed for the machinists of each of the firms which are excluded from the Association-wide unit. It filed separate petitions for only two of these excluded firms—Ace and Belmont—and made substantial showings of interest in each of these cases. It filed no petitions for the other excluded firms,¹⁹ and the showing of interest which it made in its petition for an association-wide unit does not show what interest, if any, it has among the machinists of the other firms which we have excluded from the Association-wide unit. Under these circumstances, we shall dismiss the petition with respect to machinists employed by all of the excluded firms, with the exception of Ace and Belmont.²⁰

With respect to Ace and Belmont, neither firm has ever been covered by an association-wide bargaining contract. In view of the past bargaining history of these two firms, we are persuaded that the machinists employed by Ace and Belmont respectively constitute separate appropriate units.

¹⁶ San Francisco Elevator Co delivered its power of attorney to the Association on March 11, 1946. For some unexplained reason, its name does not appear on the master contract.

¹⁷ Those listed in footnote 9.

¹⁸ The 84 firms whose machinists constitute the Association-wide unit are listed in Appendix A, attached hereto.

¹⁹ Except for Oscar Krenz, Incorporated, Liberty Machine & Pole Line Co., and Western Can Company. In our Decision in *California State Brewers Institute, et al.*, 72 N. L. R. B. 665, issued this day we have disposed of unit contentions with respect to machinists employed by each of three concerns. We there dismissed the petition with respect to machinists in the employ of Liberty Machine & Pole Line Co. and found that the machinists employed by Oscar Krenz, Incorporated, and Western Can Company respectively constitute separate appropriate units.

²⁰ This dismissal applies to the machinists of all firms listed in Appendix B, attached hereto.

E. Conclusions

We find that each of the following units, excluding from each unit all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, is appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

1. All tool and die makers, machinists, specialists, helpers and apprentices employed by members of the Association listed in Appendix A, attached hereto.

2. All tool and die makers, machinists, specialists, helpers and apprentices employed by Ace.

3. All tool and die makers, machinists, specialists, helpers and apprentices employed by Belmont.

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the questions concerning representation which have arisen be resolved by elections by secret ballot, subject to the limitations and additions set forth in the Direction.

The Petitioner requests that eligibility to vote be determined by the first pay-roll period following the termination of the strike on March 18, 1946, on the ground that there is a possibility of the discharge of its members under the provisions of the existing agreement. We perceive no merit in this argument as a basis for departing from our usual eligibility rule. We shall therefore direct that employees within the appropriate units who are employed during the pay-roll period immediately preceding the issuance of the Direction of Elections shall be eligible to vote.

DIRECTION OF ELECTIONS

As part of the investigations to ascertain representatives for the purposes of collective bargaining with California Metal Trades Association, San Francisco Machine Shop Division and its member plants, San Francisco, California, Ace Manufacturing and Supply Company, San Francisco, California, and Belmont Engineering Company, Belmont, California, 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 Sections 203.55 and 203.56, of National Labor Relations Board Rules and Regulations—Series 4, among the employees in each of the units found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, includ-

ing 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, to determine in each unit whether they desire to be represented by United Steelworkers of America, CIO (Successor to Machinists Union, Independent), or by International Association of Machinists, for itself and in behalf of its subordinate lodge, San Francisco Lodge No. 68, for the purposes of collective bargaining, or by neither.

ORDER

IT IS HEREBY ORDERED that the petition for investigation and certification of representatives of employees of California Metal Trades Association, San Francisco, Machine Shop Division, and its member plants, San Francisco, California, Case No. 20-R-1806, filed by United Steel Workers of America, CIO (Successor to Machinists Union, Independent) be, and it hereby is, dismissed without prejudice, insofar only as it relates to employees of member firms listed in Appendix B, attached hereto.

MR. JAMES J. REYNOLDS, JR., took no part in the consideration of the above Decision and Direction of Elections.

APPENDIX A

American Can Company	Calif. Screw Company
American Laundry Machinery Co.	Carlen Tool & Die Works
American Machine & Metals (Troy)	A. B. Chance Company—Bowie Switch Division
W. R. Ames Company	Christie Machine Works
Anderson Steel Products Co.	J. D. Cochran Mfg. Company
Atlas Elevator Company	Coen Manufacturing Company
Chas. M. Bailey Co.	L. H. Cook Research Labs.
Bianchi's Machine Shop	Crane Company
Bodinson Manufacturing Company	Curle Mfg. Company
C. F. Bulotti Machinery Co.	Cyclops Iron Works
Busch Manufacturing Company	Dalmo Victor Inc.
Butte Electric & Mfg. Co.	DeLeval Pacific Company
Calif. Packing Corporation	Dorward Pump Company
Calif. Pellett Mills	Elhte Machine Works
Calif. Press Mfg. Company	Enterprise Engine & Foundry
	Fairbanks, Morse & Company
	Federal Mogul Corporation

Ferry Steel Products & Equip. Co.	Pacific Elevator & Equipment Co.
Forderer Cornice Works	Pacific Foundry Company
Fraser & Johnston Company	Pacific Gear & Tool Works
General Tool, Die & Stamping Co.	Pacific Screw Products Co.
Goodrich Manufacturing Company	Payne's Bolt Works
M. Greenberg's Sons	Pelton Water Wheel Company
Jenkins Machine Works, Ltd.	Price Pump Div. (Fairbanks, Morse & Co.)
Judson-Pacific Company	Ray Burner Company
Kehoe Display Fixture Company	San Francisco Elevator Co.
King Gun Sight Company	San Francisco Screw Products Co.
King Sales & Engineering Co.	H. M. Shanzer Company
Kingwell Bros. Ltd.	Soule Steel Company
Kortick Manufacturing Co.	Stone-Ryals Electric Mfg. Co.
Larkin Specialty Mfg. Company	Superior Grinding & Motor Co.
A. Lietz Company	J. A. Symon Machine Works
Link-Belt Company—Pacific Division	Turner Machinery Company
Marine Electric Company	Union Machine Company
Mathews Conveyor Co.—West Coast	Victor Equipment Co.
Metals Manufacturing Co.	Weichart-Fairmont Company
Mutual Engineering Company	West Coast Laundry Machinery Co.
National Motor Bearing Company	Western Crown, Cork & Seal Corp.
National Welding Equipment Co.	Western Piping & Engineering Co.
Nicometal Marine Hardware Co.	Louis Weule Company
Orton Machine Company	Vincent Whitney Co.
Pacific Can Company	Williams & Wallace
Pacific Electrical Mfg. Corp.	H. C. Wood Machine Works

APPENDIX B

Atomized Metals Company	Michel & Pfeffer
Brunig's Machine Works	Montague Pipe & Steel Company
Calif. Saw Works	Niagara Duplicator Company
Cherry Burrell Corporation	Otis Elevator Company
Connor Spring Mfg. Company	Pump Repair Service
Duart Manufacturing Co., Ltd.	Reichel Engineering Company
Gettins Steel Company	A. Schilling Company
International Sales Company	Stanger Manufacturing Company
International Totalizer Company	U. S. Pipe & Manufacturing Co.
Lathe Tool Works	Jos. Wagner Mfg. Company
Joseph Lawrence Company	Western Pipe & Steel Company
Liberty Machine & Pole Line Co.	