

In the Matter of WRIGHT AERONAUTICAL CORPORATION, EMPLOYER and  
UAW-CIO AMALGAMATED LOCAL 669, PETITIONER

*Case No. 2-R-7090.—Decided February 20, 1947*

*Spence, Hotchkiss, Parker, and Duryee*, of New York City, by *Mr. Andre Maximov*, for the Employer.

*Witt & Cammer*, of New York City, by *Mr. Harold I. Cammer*, for the Petitioner.

*Mr. Frank Truatt*, of Clifton, N. J., for the Guards Union.

*Brenner, Butler & McVeigh*, of New York City, by *Mr. John I. Corrigan*; and *Miss Helen F. Harper* and *Mr. Edward G. Wilms*, of Paterson, N. J., for the Association.

*Mr. Benjamin B. Lipton*, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

Upon a petition duly filed, hearing in this case was held at New York City, on November 27, 1946, before Bertram Diamond, 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

Wright Aeronautical Corporation is a New York corporation engaged in the manufacture of aircraft engines. Its main office and plant are located at Woodridge, New Jersey. During the year ending October 31, 1946, the Employer purchased more than \$1,000,000 worth of raw materials, 75 percent of which was obtained outside the State of New Jersey. During the same period the Employer sold more than \$1,000,000 worth of aircraft engines, 90 percent of which was shipped 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 Congress of Industrial Organizations, claiming to represent employees of the Employer.

Special Police Guards Union, Local 23318, herein called the Guards Union, is a labor organization affiliated with the American Federation of Labor, claiming to represent employees of the Employer.

Engineers and Salaried Employees Association, herein called the Association, is an unaffiliated labor organization, claiming to represent employees of the Employer.

## III. THE QUESTION CONCERNING REPRESENTATION

The Employer refuses to recognize the Petitioner as the exclusive bargaining representative of the Employer's guards on the ground that these employees are presently covered by a contract with the Guards Union. This contract was executed on December 10, 1945, and provided for automatic annual renewal unless notice of desire to terminate, modify, amend, or cancel any of its terms be given by either party at least 30 days prior to the December 10 expiration date of each successive year. Inasmuch as the petition herein was filed on September 23, 1946, more than 30 days before the operative date of the automatic renewal clause, we find that the contract is not a bar to this proceeding.<sup>1</sup>

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

At the hearing date, the Employer had five plants located in the Paterson-Woodridge area.<sup>2</sup> After the close of the hearing the parties filed a stipulation<sup>3</sup> stating that Plants 3 and 4 have since been sold and the employees therein laid off; the stipulation also stated that a contemplated transfer and sale of Plants 1 and 2 had not been effected due to the purchaser's default, with the result that "there is little likelihood that title to these plants [Nos. 1 and 2] will pass within the two or three months" after January 22, 1947.

<sup>1</sup> See *Matter of Michigan Producer's Dairy Company*, 68 N. L. R. B. 6, and cases cited therein.

<sup>2</sup> These are designated as Plants 1, 2, 3, 4, and 7.

<sup>3</sup> Which we make a part of the record herein.

Although the Petitioner and the intervening unions originally requested a bargaining unit composed of the guards employed at the Employer's afore-mentioned five plants, the change of circumstances resulting from the sale of Plants 3 and 4 would preclude the inclusion of these plants in the unit in this case. The Employer originally opposed the inclusion of the guards at Plants 1 and 2 in the unit for the reason that a contract of sale of these properties had already been executed, with performance expected on or about January 15, 1947. In view of the default in the performance of this contract, the eventual sale and transfer of Plants 1 and 2 is wholly a matter of speculation. We do not believe that the guards located there should be denied representation merely upon the basis of such fortuity. Accordingly, we will follow the contract unit, except as to Plants 3 and 4, and shall include in the unit the guards employed at Plants 1, 2, and 7.

The Petitioner and the Association separately represent other categories of the Employers' employees not here involved, and the Employer and the Guards Union contend that these labor organizations may not also represent a unit of guards performing monitorial functions.<sup>4</sup> In accordance with established policy, we find no merit in this contention.<sup>5</sup>

We find that all guards employed by the Employer at Plants 1, 2, and 7 in the Paterson-Woodridge area, including special investigators,<sup>6</sup> but excluding chiefs, lieutenants, captains, 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.

### DIRECTION OF ELECTION

As part of the investigation to ascertain representatives for the purposes of collective bargaining with Wright Aeronautical Corporation, Woodridge, New Jersey, 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 Second 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

<sup>4</sup> The Employer's guards are responsible, among other duties, for the enforcement of plant rules prohibiting gambling, smoking, loitering, etc.

<sup>5</sup> See *Matter of Monsanto Chemical Company*, 71 N. L. R. B. 11; *Matter of Cameron Manufacturing Corporation*, 72 N. L. R. B. 203; *Matter of Hygrade Food Products Company*, 69 N. L. R. B. 235; *Matter of Cudahy Packing Company*, 67 N. L. R. B. 150.

<sup>6</sup> Specifically agreed to by parties at hearing.

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 Amalgamated Local 669, United Automobile Workers of America, CIO, or by Special Police Guards Union, Local 23188, AFL, or by Engineers and Salaried Employees Association (Independent), for the purposes of collective bargaining, or by none.

MR. JAMES J. REYNOLDS, JR., dissenting:

For the reasons stated in my dissenting opinion in the *Monsanto Chemical Company* case,<sup>7</sup> which I find equally applicable here, I would dismiss the present petition.

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<sup>7</sup> 71 N. L. R. B. 11.