

In the Matter of AHONEN LUMBER COMPANY, EMPLOYER AND PETITIONER and UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL, and INTERNATIONAL WOODWORKERS OF AMERICA, LOCAL 12-15, CIO

Case No. 18-RM-4.—Decided May 17, 1948

Mr. Ivan D. Wright, of Ironwood, Mich., for the Employer.

Mr. Roy Zimick, of Wausau, Wis., and *Mr. Leon J. DeBroux*, of Port Washington, Wis., for the Carpenters.

Mr. Earl Johnson, of Ironwood, Mich., for the Woodworkers.

DECISION

AND

DIRECTION OF ELECTION

Upon a petition duly filed, hearing in this case was held at Ironwood, Michigan, on December 17, 1947, before Clarence A. Meter, 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 Board¹ makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYER

Ahonen Lumber Company,² a Michigan corporation, is engaged in the operation of a sawmill and the manufacture of lumber products at Ironwood, Michigan. During the 10-month period preceding the hearing, the Employer purchased raw materials and supplies valued in excess of \$25,000, all of which were received from points without the State of Michigan. During the same period, the Employer pro-

¹ Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-man panel consisting of the undersigned Board Members [Chairman Herzog and Members Murdock and Gray].

² The Ahonen Lumber Company has dealt with the Woodworkers in its varying capacities of corporation and partnership. It has been a corporation since January 1, 1947, but no changes involving its composition were made other than alteration of its legal title.

duced finished products of which an amount valued in excess of \$100,000 was shipped to points outside the State of Michigan.

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

United Brotherhood of Carpenters and Joiners of America, herein called the Carpenters, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Employer.

International Woodworkers of America, Local 12-15, herein called the Woodworkers, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Employer.

III. THE QUESTION CONCERNING REPRESENTATION

The Employer has been presented with opposing claims by rival labor organizations, each seeking recognition as the exclusive bargaining representative for the same group of the Employer's employees.

The Employer and its predecessor have recognized the Woodworkers since that organization's designation in a consent election conducted by the Board in 1942.³ The most recent contract between these parties was executed on April 25, 1946, and provided for an expiration date of October 2, 1947, with automatic renewal annually thereafter in the absence of written notice of amendment or termination given by either party at least thirty (30) days before any anniversary date. The record discloses that on August 29, 1947, the Employer by letter notified the Woodworkers of its intention to terminate the contract.⁴ On September 22, 1947, in response to a written request by the Woodworkers for a conference, the Employer and the Woodworkers met and discussed the possibility of entering into a new contract and substantive matters relative to wages, union security, dues, and health and accident provisions. On September 27, 1947, the Carpenters notified the Employer of its claim to represent a majority of the employees, and no further meetings were held between the Employer and the Woodworkers.

³ Case No 12-R-471.

⁴ At the hearing, the Woodworkers asserted that this letter was not received by it, but adduced no testimony or other evidence in support of this assertion. In view of the fact that no evidence was adduced to overcome the presumption that the letter was received within a few days of its mailing we find that the letter was received by the Woodworkers before the automatic renewal date of September 2, 1947. *Matter of Acme Brewing Company*, 72 N L R B 1005, *Knickerbocker Insurance Company v Pendleton*, 115 U. S. 339.

The Woodworkers contends that its 1946 contract is a bar to this proceeding. We do not agree. As set forth above, timely notice was given by the Employer to terminate the 1946 contract, and the parties thereafter entered into negotiations looking toward a new contract. In these circumstances we find, in accordance with well-established principles,⁵ that the contract is not a bar to a present determination of representatives.

We find that a question affecting commerce exists concerning the representation of employees of the Employer, within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNIT

The parties agree, and we find, that all production and maintenance employees at the Employer's sawmill, lumber yard, grain door factory, planing mill, dry kilns, and other auxiliary installations at Ironwood, Michigan, including yard truck and tractor drivers, but excluding watchmen,⁶ executives, office and clerical employees, professional employees and all supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

DIRECTION OF ELECTION ⁷

As part of the investigation to ascertain representatives for the purposes of collective bargaining with Ahonen Lumber Company, Ironwood, 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, and subject to Sections 203.61 and 203.62 of National Labor Relations Board Rules and Regulations—Series 5, 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

⁵ *Matter of Seacoast Telephone Company*, 74 N L R B 60. *Matter of Honolulu Rapid Transit Company*, 71 N L R B 172; *Matter of Atlas Felt Products Company*, 68 N L R B 1.

⁶ The parties agreed to include watchmen and to exclude guards. The record discloses, however, that the Employer does not employ any guards but does employ watchmen. As they are charged with plant-protection duties, we shall exclude the watchmen. *Matter of C V. Hill & Company*, 76 N L R B 158.

⁷ The Woodworkers has not complied with Section 9 (f) and (h) of the Act as amended. For the reasons stated in *Matter of Herman Loewenstein*, 75 N L R B 377, we shall not place the Woodworkers on the ballot.

who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, 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, and also excluding employees on strike who are not entitled to reinstatement, to determine whether or not they desire to be represented by United Brotherhood of Carpenters and Joiners of America, AFL, for the purposes of collective bargaining.