

(3) By inserting between the first and second paragraphs of the section entitled "The Remedy," on page 1677, the following as a separate paragraph:

We shall require the Respondents to pay Henderson the \$15 weekly payments that he normally would have received, absent the discrimination, from January 12, 1950, the date of discrimination, to the date when the Respondents ceased or shall cease such discrimination, deducting therefrom the amounts, if any, paid by employees to Henderson for transportation services furnished during such period, and pay the amounts so deducted to the respective employees, if any, who made such payments to Henderson.

(4) By inserting in paragraph 2 (d) of the Order, on page 1678, after the words "Intermediate Report," the words "and of the Decision."

CHAIRMAN HERZOG and MEMBER MURDOCK took no part in the consideration of the above Supplemental Decision and Order.

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AMERICAN CAR AND FOUNDRY COMPANY *and* AMERICAN CAR AND FOUNDRY PROTECTIVE ASSOCIATION, LOCAL 10, AFFILIATED WITH INTERNATIONAL GUARDS UNION OF AMERICA, PETITIONER. *Case No. 4-RC-1209.*<sup>1</sup> *October 4, 1951*

### Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Harold X. Summers, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.<sup>2</sup>

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-member panel [Chairman Herzog and Members Houston and Reynolds].

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organizations involved claim to represent certain employees of the Employer.

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<sup>1</sup> With the permission of the Regional Director, United Steelworkers of America, CIO, the petitioner in Case No. 4-RC-1195 withdrew its petition in that case and intervened in the present case.

<sup>2</sup> The motion of the Employer and the Intervenor, United Steelworkers of America, CIO, to dismiss the petition on the ground, *inter alia*, that the employees involved are not guards within the meaning of the Act is granted for the reasons set forth hereinafter.

In view of our disposition of the case, the Employer's motion made after the hearing to incorporate in the record an affidavit setting forth additional facts as to the reassignment of the employees involved in this proceeding is hereby denied.

3. No 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 for the following reasons:

The Petitioner seeks to represent a unit of guards, clock carriers, and gatemen, excluding supervisors. The Employer and the Intervenor contend that employees in these classifications are not guards within the meaning of the Act, and that if they are, the Petitioner is disqualified to act as their representative because it is affiliated directly or indirectly with the American Federation of Labor.

Before 1950, the Intervenor had been recognized by the Employer as bargaining representative of all production and maintenance employees, including guards, clock carriers, and gatemen. In 1950, the Intervenor won a consent election for a unit of production and maintenance employees, *excluding* guards, clock carriers, and gatemen. In 1951, the Employer and the Intervenor signed a collective bargaining contract for the certified unit. On May 28, 1951, the Petitioner filed the present petition.

For several months preceding the filing of the petition, the Employer had been considering reorganizing and strengthening its guard force to meet security regulations required by defense contracts it had signed with the United States Government. On May 29, 1951, after a period of negotiations, the Employer signed a contract with Globe International Detective System, a private organization, whereby the latter agreed to take over all guard duties at the Employer's plant. On June 25, 1951, Globe took over responsibility for plant-protection functions and replaced the Employer's plant-protection force consisting of guards, clock carriers, and gatemen, with its own uniformed, armed guards. About 3 weeks later, the Petitioner placed a picket line around the plant premises and succeeded in halting plant operations. In order to end the picketing the Employer announced that the former guards, gatemen, and clock carriers would be returned to the employment rolls in their former classifications and rates of pay. At a meeting with some of the former plant-protection employees, the Employer's district manager said that although the men would be returned to their former classifications and rates of pay, their duties might be changed.

Two days before the hearing, the strike terminated and the plant resumed operations. Although the former plant-protection men have been returned to their old classifications and rates of pay, their jobs are not the same as before, but obviously of a makeshift character. For example, one of the outside guards who formerly checked credentials of visitors and employees entering the lobby leading to the main office, now escorts people to and from the employment office; another directs visitors from the permanent lobby under reconstruc-

tion to a temporary lobby. Four inside guards who formerly checked the credentials of visitors to a "secret area," now control admission to the powerhouse. Fourteen gatemen who were assigned to various gates checking on the inflow and outflow of men and vehicles, now guard gates which were formerly left unguarded. Twenty-five clock carriers who formerly hourly traversed assigned routes in the plant, checking for fire and fire hazards and punching clocks at prescribed intervals, now follow the Globe employees on their rounds at intervals of about 20 minutes, but no longer carry clocks.

The Globe Agency guards are armed and uniformed; the employees involved in this proceeding are neither. All the duties performed by the latter before June 25, 1951, are now being carried out by the former. This arrangement is expected to continue. According to the Employer's uncontradicted testimony, it has no need for guards in addition to those supplied by the Globe Agency,<sup>3</sup> the employees presently classified as guards, gatemen, and clock carriers will be re-assigned to other nonguard jobs within 3 months of July 31, 1951, and at present do not function for the purpose of enforcing against employees and others rules to protect the property of the Employer or to protect the safety of persons on the Employer's premises. Under all the circumstances, we find that at the present time, the guards, gatemen, and clock carriers are not guards within the meaning of the Act.<sup>4</sup>

As neither union desires an election in a unit of nonguards, we shall dismiss the petition.

### Order

IT IS HEREBY ORDERED that the petition filed herein be, and it hereby is, dismissed.

<sup>3</sup> The Petitioner does not seek to represent the Globe Agency guards.

<sup>4</sup> In view of our finding that the employees involved are not guards, we find that it is unnecessary to decide whether the Petitioner is affiliated directly or indirectly with the American Federation of Labor.

KIMBLE GLASS DIVISION, OWENS-ILLINOIS GLASS COMPANY *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-CIO, PETITIONER. *Case No. 13-RC-2005. October 4, 1951*

### Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Herman J. DeKoven, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.