terests in their working conditions as do those in the main plant and stick plant. As production employees, they belong in the same unit with the other production employees, absent cogent reasons to the contrary such as bargaining history. We find no reason for deviating from the Board's usual policy in the present case. Although there may be considerable turnover among these employees, we find that they are regular part-time employees who have a sufficiently substantial community of interest with the other employees in the plant to warrant being included in the same bargaining unit.[3] We therefore reject the Employer's contention that the peelers should be placed in a separate unit from the other employees.

We find that all production and maintenance employees at the Employer's Thunderbolt, Georgia, plant, including peeling department employees and truckdrivers, but excluding office clerical and professional employees, guards, and supervisors, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.[4]

[Text of Direction of Election omitted from publication.]

[3] *J. S. Latta & Son*, 114 NLRB 1248; *Call Printing & Publishing Company*, 114 NLRB 153; *J. Segari & Co.*, 114 NLRB 1159; *Greenberg Mercantile Corp.*, 112 NLRB 710.

[4] The record shows that the following employees have authority to make effective recommendations affecting the status of employees: Carmichael, Chisholm, and Cooper (peeling department); Jarrell (maintenance department); Underwood (trucking and warehouse department); Lambert and Carmichael (packaging and breading departments); Darline Nellie (stick plant). We therefore find that they are supervisors within the meaning of the Act, and exclude them from the unit.

Globe Forge, Inc., Petitioner *and* Local 323, United Electrical, Radio and Machine Workers of America and United Steelworkers of America, AFL–CIO. *Case No. 3–RM–121. March 20, 1956*

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Bernard Marcus, 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 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.[1]

[1] Local 323, United Electrical, Radio and Machine Workers of America, herein referred to as Local 323 and UE respectively, and United Steelworkers of America, AFL–CIO, herein referred to as the Steelworkers, were permitted to intervene without objection. The parties stipulated that UE and the Steelworkers are labor organizations within the

3. UE was certified as the bargaining representative of the Employer's production and maintenance employees in December 1949 following a consent election.[2] The collective-bargaining contracts with the Employer designate the contracting union as UE "on behalf of and in conjunction with its affiliated Local, No. 323," and the contracts are executed by representatives of both UE and Local 323.[3]

The current contract, which UE alleges to be a bar to this proceeding, is effective until March 1957. The Employer and the Steelworkers contend that the contract is not a bar for the reasons, among others, that a schism exists within the contracting labor organization.[4]

Some of the Local 323 officers testified at the hearing that they had discussed with fellow employees for some time the advisability of transferring from UE to another labor organization because of the "talk about the UE being accused of Communistic tendencies" and because of their belief that Attorney General Brownell had cited UE as a subversive organization. In a conference with the Employer, early in January 1956, they raised the question of what would happen to the current contract if Local 323 were to affiliate with a different organization. The Employer replied that it could not make a commitment but would probably abide by the contract. It recommended 3 attorneys who might be able to advise this group, 1 of whom was the attorney who represented the Steelworkers at the hearing herein.

These Local 323 officers also discussed a transfer of affiliation with representatives of the CIO and of the Steelworkers, who advised them of the steps to be taken to effect a schism, and assisted in preparing and printing notices of a special disaffiliation-affiliation meeting and two resolutions to be considered at such meeting.

About January 9, 1956, officers of Local 323 passed out handbills at the plant gates announcing the special meeting to be held on January 12 to discuss disaffiliation from UE and affiliation with the Steelworkers. At this time, the Employer had about 117 employees in the unit for which UE was certified. All employees in the unit were required by the contract to become members of the contracting union after 30 days of employment. All or practically all of those who attended the January 12 meeting signed an attendance roster, which bore 56 names.

---

meaning of the Act, but failed to stipulate with regard to the status of Local 323 As it participated with UE in negotiating and executing collective-bargaining contracts with the Employer, and has administered these contracts, we find that Local 323 is a labor organization within the meaning of Section 2 (5) of the Act

[2] *Globe Forge, Inc.*, Case No. 3–RM–45 (not reported in printed volumes of Board Decisions and Orders).

[3] The UE representative at the hearing stated that he was appearing "for UE, in behalf and in conjunction with its Local 323."

[4] The Employer and the Steelworkers also contend that this contract could not constitute a bar because it was prematurely extended. As the previous contract expired by its terms on September 30, 1955, and the petition herein was filed on January 17, 1956, we find no merit in this contention

At the January 12 meeting a resolution was presented and discussed which provided as follows:

> WHEREAS the United Electrical, Radio and Machine Workers of America disaffiliated from the Congress of Industrial Organizations, and
>
> WHEREAS the officers of the United Electrical, Radio and Machine Workers of America have been, and still are under suspicion of having communistic leanings, and
>
> WHEREAS the United Electrical, Radio and Machine Workers of America have been cited by the Attorney-General of the United States as one of the Unions suspected of being subersive [sic] because of its officers' conduct, and
>
> WHEREAS the rank and file members of Local 323, United Electrical, Radio and Machine Workers of America, object to having this conduct and action reflected upon them and their families,
>
> THEREFORE be it resolved that; The members of Local 323, United Electrical Radion [sic] and Machine Workers of America disaffiliate from the United Electrical, Radio and Machine Workers of America, Indpendent [sic].

Another resolution providing for affiliation with the Steelworkers was also presented and discussed. Both resolutions were adopted unanimously by voice vote, and both resolutions were signed by the president, vice president, financial secretary, treasurer, recording secretary, and chief steward of Local 323. A number of employees signed membership cards in the Steelworkers at this meeting. After the meeting, the president and recording secretary of Local 323 went to the office of the Steelworkers, where a stenographer typed minutes of the meeting for them.

On January 13, some of the Local 323 officers handed the Employer a letter dated January 12 advising the Employer of the change in affiliation, and requesting that dues be withheld and a record thereof submitted monthly until action by the Board. They also notified the Employer that the old officers would carry on in the same offices on behalf of the Steelworkers.[5]

The Employer had previously received from Vanelli, as recording secretary of Local 323, a request to bargain about wages pursuant to a reopening provision in the contract. On January 23, Vanelli again requested a meeting with the Employer for this purpose, but at this time he made the request on paper bearing the Steelworkers' letter-

[5] UE moved at the hearing to dismiss the petition herein on the ground that the Steelworkers had made no formal demand for recognition when the Employer filed the petition on January 17. The motion was referred by the hearing officer to the Board. We find that the oral and written representations made on January 13 constituted an adequate demand for recognition. The motion to dismiss is therefore denied.

head. During this period UE officers also sought to bargain with the Employer about wages, and to discuss with the Employer the question of representation. Because of these conflicting claims, the Employer has refused to bargain with either group as the exclusive representative. It has continued to check off dues pursuant to the contract, but has held them in escrow. It processes grievances with representatives of either group, but as individuals and not as representatives of a union.

Although it is not clear from the record whether or not Local 323 has continued as a functioning organization affiliated with UE, it is clear that UE, which was certified in 1949 and which has negotiated and executed contracts with the Employer, is ready, willing, and able to administer the contract. Further, UE argues that there was no effective schism here as there was no showing that the UE members had revoked either their membership or their authorizations for the deduction of dues; as the dissident faction was assisted by the Steelworkers to such an extent that what occurred was a raid by a rival union rather than a schism; and as the secession action was in violation of the constitution of Local 323.

The Board has held, under similar circumstances, that the expulsion of a labor union by its parent,[6] coupled with the later disaffiliation action on the local level for reasons related to the expulsion, as in the instant case, creates a schism which warrants the holding of an election despite a contract existing between the local and the employer.[7] A departure from the *Lawrence Leather* principle is not warranted by the fact that the attempted secession movement may have violated the Local 323–UE constitution,[8] the fact that the Steelworkers actively participated in the disaffiliation action,[9] nor the fact that the disaffiliation-affiliation action did not meet all the formalities which the Board in some cases has required.[10] We have examined the facts presented in this case in the light of the schism doctrine, and conclude that the disaffiliation action by Local 323, for reasons related to the expulsion of UE by its former parent, the CIO, creates such confusion that the existing contract no longer stabilizes industrial relations.[11] Under these circumstances, we find that a schism exists which warrants directing an immediate election. Accordingly, we find that the current contract does not bar this proceeding.[12]

[6] *International Harvester Company, East Moline Works,* 108 NLRB 600, 602.

[7] *A. C. Lawrence Leather Company,* 108 NLRB 546. See also *Empire Zinc Division, The New Jersey Zinc Company,* 108 NLRB 1663; *General Electric Apparatus & Service Shop,* 110 NLRB 1054; *Continental Electric Co., Inc.,* 110 NLRB 1062; *The Magnavox Company,* 111 NLRB 379; *Whirlpool Corporation,* 111 NLRB 547; *A C Lawrence Leather Company,* 113 NLRB 60.

[8] *Aluminum Company of America,* 80 NLRB 1342 at 1343, footnote 4.

[9] *Whirlpool Corporation, supra.*

[10] *The Magnavox Company, supra,* p. 383

[11] See *The Magnavox Company, supra,* p 384.

[12] *A. C. Lawrence Leather Company,* 113 NLRB 60.

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.

4. In accord with an agreement of the parties, we find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All production and maintenance employees, excluding office clerical employees, employees of the die shop department covered by separate contract with the International Die Sinkers' Conference, guards, professional employees, foremen, assistant foremen, and all other supervisors as defined in the Act.

[Text of Direction of Election [13] omitted from publication.]

MEMBER RODGERS took no part in the consideration of the above Decision and Direction of Election.

[13] As it is not clear from the record whether or not Local 323 continued in existence as a local organization, or whether there are two such organizations affiliated respectively with UE and the Steelworkers, we shall, under all the circumstances, place only the International organizations on the ballot.

Sunrise Lumber & Trim Corp. *and* Local 282, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL–CIO.[1] *Case No. 2–CA–4406. March 21, 1956*

DECISION AND ORDER

On December 15, 1955, Trial Examiner A. Bruce Hunt issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that the Respondent cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. The Trial Examiner further found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint and recommended dismissal of those allegations. Thereafter, the Respondent, but not the General Counsel, filed exceptions to the Intermediate Report and a supporting brief.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and the brief, and the entire record in

[1] The AFL and CIO having merged, we are amending the designation of the Charging Union accordingly