

(b) (4) (D). Whether or not this is "featherbedding" and a violation of Section 8 (b) (6) is not before us in this Section 10 (k) proceeding.

Nor do I believe that the protests of the Respondent to the refusal to give Fleming overtime work constituted conduct properly the subject of a Section 10 (k) proceeding. There is no evidence that Fleming's hire was limited to less work time than that which the other employees were getting. The Respondent was the representative of the compressor operator, and, as such, had a legitimate purpose in protesting against the discrimination directed toward Fleming in the number of hours worked.

For the reasons given above, I would find that the Respondent did not violate Section 8 (b) (4) (D) and would quash the notice of hearing.

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**The Langenau Manufacturing Company and Agnes Weigand, Petitioner and International Association of Machinists, AFL-CIO, and Metal Polishers, Buffers, Platers & Helpers International Union, Local No. 3, AFL-CIO.<sup>1</sup> Case No. 8-RD-132. March 30, 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 John Vincek, 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 National Labor Relations Act.

2. The Petitioner, an employee of the Employer, asserts that the currently recognized bargaining agent is no longer the bargaining representative of the employees of the Employer as defined in Section 9 (a) of the Act.

3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The Petitioner seeks a decertification election in a unit of production and maintenance employees of the Employer, excluding all office clerical employees, professional employees, guards, and supervisors as defined in the Act. The International Association of Machinists, AFL-CIO, hereinafter referred to as the IAM, and the Metal Polish-

<sup>1</sup> The AFL and CIO having merged subsequent to the hearing in this proceeding we are amending the identification of the affiliation of the Unions accordingly.

ers, Buffers, Platers and Helpers, International Union, Local No. 3, AFL-CIO, hereinafter referred to as the Polishers, contend that the unit described by the Petitioner is not appropriate because it is not the recognized unit. The IAM contends that it represents two separate units: a unit of toolroom employees and a unit of production and maintenance employees excluding toolroom employees and metal polishers and platers. The Polishers contends that it represents a craft unit of polishers and platers.

The Unions and the Employer have had a bargaining relationship for approximately 20 years. There is no record of a Board certification, nor do the Unions remember the circumstances surrounding their original recognition. The most recent bargaining contract was executed June 24, 1950. It provided that it should remain in effect until "the 24th of June," and that either party who desired to renew the contract should give 30 days written notice prior to the expiration date. The contract was thereafter renewed beyond its original term. The contract's provision as to recognition and coverage reads as follows:

THIS AGREEMENT made and entered into at Cleveland, Ohio, this 24th day of June, 1950, by and between the LANGE-NAU MANUFACTURING COMPANY, hereinafter called the Employer, and the INTERNATIONAL ASSOCIATION OF MACHINISTS and the METAL POLISHERS LOCAL #3, both affiliated with the American Federation of Labor, hereinafter referred to as the Union, which Union the Employer hereby recognizes as the exclusive bargaining representative of all of its hourly paid employees in respect to rates of pay, wages, hours and employment, and other conditions of employment.

One article of the contract specifically refers to polishers and platers when it allows them an additional 5-minute cleanup period.

Testimony at the hearing shows that the IAM regularly sent notices of contract renewal to the Employer and the Polishers also sent a renewal letter in 1953.

Bargaining concerning the Employer's employees has been conducted by both Unions. Present at bargaining sessions were the Employer, the business representative of each union, and a shop committee which was composed of 5 employees: 1 each from the toolroom department, the assembly department, the hinge department, the secondary press operations, and the plating department. The vice president and general manager of the Employer testified that at bargaining sessions when discussion related to the plating department, the representative of the Polishers participated, and likewise the IAM representative participated when discussion related to the other employees. He further stated that the shop committee, which discussed problems with management from time to time, spoke for the hourly

paid employees who were the production and maintenance employees including the toolroom department and the plating department.

The business representative of each union testified that he conducted negotiations on behalf of his union members to the exclusion of the other, and that separate union meetings were held for each union. Both unions urge that bargaining concurrently and executing one contract was done only as a matter of convenience.

We think it is clear, however, that the bargaining contract covered a single unit of all the Employer's hourly paid employees and recognized the IAM and the Polishers as joint representatives of that unit. The joint bargaining sessions also demonstrate the joint representation of the two unions. Accordingly, we find that the following unit is the recognized unit and the unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All production and maintenance employees, including toolroom employees and polishers and platers, and excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

We shall direct a decertification election in this unit. The motion to dismiss the petition on the ground that the unit sought to be decertified is not the recognized unit is denied.

[Text of Direction of Election omitted from publication.]

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**Inland Cold Storage Company, Inc. and International Union of Operating Engineers, Local No. 6, 6-A, 6-B, AFL-CIO, Petitioner.** *Case No. 17-RC-2151. April 2, 1956*

### DECISION AND ORDER

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before William J. Cassidy, 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 employees of the Employer.<sup>1</sup>
3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section

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<sup>1</sup> The Intervenor, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Warehouse, Mail Order, Ice, Cold Storage, Soft Drink, Waste Paper, Distribution Workers, Egg Breakers, Candler, Miscellaneous Drivers and Helpers, Local No. 838, AFL-CIO, was permitted to intervene on the basis of contractual interest in the employees involved herein.