

In the Matter of ARKWRIGHT CORP. *and* FALL RIVER SLASHER TENDERS' UNION; FALL RIVER LOOM FIXERS' UNION; and FALL RIVER KNOT-TIERS' UNION

In the Matter of BERKSHIRE FINE SPINNING ASSOCIATES, INC. *and* FALL RIVER SLASHER TENDERS' UNION; FALL RIVER LOOM FIXERS' UNION; and FALL RIVER KNOT-TIERS' UNION

In the Matter of RICHARD BORDEN MFG. CO. *and* FALL RIVER SLASHER TENDERS' UNION; FALL RIVER LOOM FIXERS' UNION; and FALL RIVER KNOT-TIERS' UNION

In the Matter of BORDER CITY MFG. CO. *and* FALL RIVER SLASHER TENDERS' UNION; FALL RIVER LOOM FIXERS' UNION; and FALL RIVER KNOT-TIERS' UNION

In the Matter of BOURNE MILLS *and* FALL RIVER SLASHER TENDERS' UNION; FALL RIVER LOOM FIXERS' UNION; and FALL RIVER KNOT-TIERS' UNION

In the Matter of HOWARD ARTHUR MILLS *and* FALL RIVER SLASHER TENDERS' UNION; FALL RIVER LOOM FIXERS' UNION; and FALL RIVER KNOT-TIERS' UNION

In the Matter of SAGAMORE MFG. CO. *and* FALL RIVER SLASHER TENDERS' UNION; FALL RIVER LOOM FIXERS' UNION; and FALL RIVER KNOT-TIERS' UNION

Cases Nos. 1-R-2447, 1-R-2454, 1-R-2461, 1-R-2448, 1-R-2455, 1-R-2462, 1-R-2449, 1-R-2456, 1-R-2463, 1-R-2450, 1-R-2457, 1-R-2464, 1-R-2451, 1-R-2458, 1-R-2465, 1-R-2452, 1-R-2459, 1-R-2466, 1-R-2453, 1-R-2460, and 1-R-2467, respectively.—Decided September 21, 1945

Mr. Richard K. Hawes, of Fall River, Mass., for the Companies.

Mr. Jacob Minkin, of New Bedford, Mass., for the Locals.

Mr. Isadore Katz, of New York City, for the C. I. O.

Mr. David V. Easton, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

Upon 21 separate petitions, 7 filed by each of the following organizations: Fall River Slasher Tenders' Union, referred to herein as the

Slasher Tenders; Fall River Loom Fixers' Union, referred to herein as the Loom Fixers; and Fall River Knot-tiers' Union, referred to herein as the Knot-tiers, herein collectively called the Locals, alleging that questions affecting commerce had arisen concerning the representation of employees of Arkwright Corp., referred to herein as Arkwright, Berkshire Fine Spinning Associates, Inc., referred to herein as Berkshire, Richard Borden Mfg. Co., referred to herein as Borden, Border City Mfg. Co., referred to herein as Border City, Bourne Mills, referred to herein as Bourne, Howard Arthur Mills, referred to herein as Howard Arthur, and Sagamore Mfg. Co., referred to herein as Sagamore, all of Fall River, Massachusetts, herein collectively called the Companies, the National Labor Relations Board consolidated the cases by an order dated June 23, 1945, and provided for an appropriate hearing upon due notice before Robert E. Greene, Trial Examiner. Said hearing was held at Fall River, Massachusetts, on July 16, 17, and 19, 1945. The Companies, the Locals, and Textile Workers Union of America, CIO, herein called the C. I. O., appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded an opportunity to file briefs with the Board.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANIES

The Companies are engaged in the manufacture of textile goods in Fall River, Massachusetts. Approximate data relative to movements in commerce with respect to each Company are shown in the following table:

Company	Value of raw materials used annually	Percentage of same received from outside Massachusetts	Value of finished products produced annually	Percentage of same shipped to States other than Massachusetts
Arkwright Corp.....	\$850,000 (cotton).....	100%.....	\$2,000,000	98%.
Berkshire Fine Spinning Associates, Inc. ¹	In excess of \$1,000,000..	Substantially 100%.	38,000,000	Substantially 100%.
Richard Borden Mfg Co.	\$650,000 (cotton).....	100%.....	1,600,000	95%.
Border City Mfg Co.....	\$725,540	13%.....	1,500,000	58%
Bourne Mills.....	\$1,500,000 (cotton).....	100% ²	2,500,000	90%.
Howard Arthur Mills.....	\$1,500,000 (cotton).....	100%.....	2,500,000	95%.
Sagamore Mfg Co.....	\$3,000,000 (cotton).....	100%.....	5,000,000	90%

¹ We are concerned herein with this Company's mills located in Fall River, Massachusetts, and designated as King Phillip Mills, A, B, and E

² The principal office of Bourne Mills is in Tiverton, Rhode Island. Its plant is located on the border between Rhode Island and Massachusetts and is partly in each State. The figures given above for that Company refer to shipments into and out of Rhode Island, and not Massachusetts.

The principal raw material of each of the Companies is raw cotton. The principal finished material of each is either cotton cloth or rayon goods, or both.

We find that each of the Companies is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Fall River Slasher Tenders' Union, Fall River Loom Fixers' Union, and Fall River Knot-tiers' Union, all unaffiliated, and Textile Workers Union of America, affiliated with the Congress of Industrial Organizations, are labor organizations admitting to membership employees of the companies.

III. THE QUESTIONS CONCERNING REPRESENTATION

The Companies have refused requests of each of the Locals for recognition as the collective bargaining representatives of certain of their employees in the absence of certification as such by the Board.

At the hearing all parties stipulated that each of the Locals represents a substantial number of the employees of each of the Companies within the units it alleges to be appropriate.¹

We find that questions affecting commerce have arisen concerning the representation of employees of each of the Companies, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNITS; THE DETERMINATION OF REPRESENTATIVES

The Slasher Tenders seeks seven units comprised of all slasher tenders and helpers engaged at each of the Companies; the Loom Fixers seeks seven units comprised of all loom fixers, changers-over and spare fixers at each of the Companies; and the Knot-tiers seeks seven units comprised of all knot-tiers and helpers at each of the Companies. The C. I. O. contends that these proposed units are inappropriate, asserting that collective bargaining units composed of the production and maintenance employees of each of the Companies had been established previously, and that collective bargaining has been predicated upon such units since their establishment. The Companies take no position with respect to the propriety of the proposed units.

As we have recognized in prior representation proceedings involving the Companies herein,² the Locals are not new figures in the pattern of

¹ The interest of the C. I. O. is established by its prior certifications by the Board as the collective bargaining representative of the employees of each of the Companies, with the exception of Berkshire, and by its contract with all the Companies, dated December 3, 1943, which terminated August 1, 1945.

² *Matter of Richard Borden, et al.*, 36 N. L. R. B. 678; *Matter of Arkwright Corporation*, 36 N. L. R. B. 687; *Matter of Sagamore Mfg. Co., et al.*, 39 N. L. R. B. 909, *Matter of Bourne Mills, et al.*, 42 N. L. R. B. 518. Border City was a party to the *Borden* case;

collective bargaining in the Fall River, Massachusetts, area. On the contrary, as noted in the *Luther* case,³ loom fixers, knot-tiers, slasher-tenders and closely related classifications of highly skilled textile workers in this area have been members of the Locals for many years, having succeeded, through these organizations, in maintaining their separate identities and advancing their separate interests. Until recent years, when the C. I. O. was certified by the Board or recognized as the representative of the production and maintenance employees of each of the Companies,⁴ and United Textile Workers Union of America, A. F. of L., herein called the A. F. L., was certified by the Board as the representative of similar units of employees of Luther and Pepperell,⁵ the relationship between each of the Companies and the Locals was the same as that which existed between Luther and Pepperell, respectively, and these labor organizations. Thus, as described in the *Luther* case, the Locals were the sole source from which the employees they now seek could be obtained by the plants in the Fall River area, and were recognized and bargained with as the representatives of such employees. Since the certification or recognition of the C. I. O. and the A. F. L., employees sought herein by the Locals have maintained their membership in the Locals and have continuously sought to regain separate formal recognition.

The *Luther* case revealed that, despite the certification of the A. F. L., the employers involved therein "at all times . . . dealt with the Locals on all matters pertaining exclusively to their memberships" and that "this course of dealing was not altered by the certification of the A. F. L."⁶ Evidence was adduced at the instant hearing which leads us to conclude that, in spite of the certification or recognition of the C. I. O., the Locals thereafter played an important part in the Companies' labor relations. To some extent, the Locals conducted grievances on behalf of their members, and the Companies accepted replace-

Howard Arthur, Luther Manufacturing Co (herein called Luther) and Pepperell Manufacturing Co. (herein called Pepperell) were parties to the *Bourne* case; and all the Companies, including Berkshire, Luther and Pepperell, were parties to the *Sagamore* case. The record in these proceedings, as well as that in *Matter of Luther Manufacturing Company, et al.*, 56 N. L. R. B. 1307, 61 N. L. R. B. 858 (herein called the *Luther* case), to which Pepperell was a party, were incorporated into instant proceeding by stipulation of the parties herein.

³ See particularly the Supplemental Decision, 61 N. L. R. B. 858.

⁴ On December 17, 1941, the C. I. O. was certified as the representative of employees of Arkwright (37 N. L. R. B. 721), Border City and Borden (37 N. L. R. B. 723); on May 22, 1942, it was certified as the representative of employees of Sagamore (41 N. L. R. B. 18); and on August 26, 1942, it was certified as the representative of employees of Howard Arthur and Bourne (43 N. L. R. B. 692). Although it does not appear that the C. I. O. was ever certified by the Board as the representative of Berkshire's production and maintenance employees, it was recognized as such by that Company, at least from December 3, 1943.

⁵ The A. F. L. was certified as the representative of the production and maintenance employees of Luther and of Pepperell on August 26, 1942. See 43 N. L. R. B. 692.

⁶ This relationship culminated in formal recognition by Luther and Pepperell of the Locals in January 1944, which was subsequently confirmed by Board certification on June 12, 1945.

ments sent by them.⁷ Furthermore, there is no evidence that the C. I. O. prosecuted grievances confined to classifications of employees sought herein by the Locals. Therefore it is apparent that the relationship which exists between the Companies and the Locals approximates that which existed between Luther and Pepperell, and the Locals, from the A. F. L.'s certification until the formal recognition of the Locals by Luther and Pepperell. We are accordingly of the opinion that the considerations which led to our decision in the *Luther* case are also present herein. Consequently, we find that the employees sought by the Locals in this proceeding may properly form either separate units or continue to remain as part of the larger units currently represented by the C. I. O.⁸ We shall make no final determination at this time with respect to the appropriate units, but shall reserve such determination pending the outcome of elections hereinafter directed. We shall direct that separate elections by secret ballot be held among the employees in each of the voting groups set forth below, who were employed during the pay-roll period immediately preceding the date of the Direction of Elections herein, subject to the limitations and additions set forth in the Direction:

1. The following classifications of employees of Arkwright, engaged at its Fall River operations, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by the Slasher Tenders, the C. I. O., or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by the Loom Fixers, the C. I. O., or by neither;

(c) All knot-tiers and helpers, to determine whether they desire to be represented by the Knot-tiers, the C. I. O., or by neither.

2. The following classifications of employees of Berkshire, engaged at its Fall River operations, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

⁷ Although this evidence was, in part, disputed, it is undenied that representatives of the Locals had been in constant communication with the Companies with respect to grievances, and, on at least one occasion, had been called in by management to settle difficulties with employees.

⁸ Our determination herein, as in the *Luther* case, is applicable only to the Fall River area, where the pattern of collective bargaining has embraced simultaneously both craft and industrial bargaining. It is not, as indicated in *Matter of New Bedford Cotton Manufacturers Association* (62 N. L. R. B. 167), applicable elsewhere.

(a) All slasher tenders and helpers, to determine whether they desire to be represented by the Slasher Tenders, the C. I. O., or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by the Loom Fixers, the C. I. O., or by neither;

(c) All knot-tiers and helpers, to determine whether they desire to be represented by the Knot-tiers, the C. I. O., or by neither.

3. The following classifications of employees of Borden, engaged at its Fall River operations, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by the Slasher Tenders, the C. I. O., or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by the Loom Fixers, the C. I. O., or by neither;

(c) All knot-tiers and helpers, to determine whether they desire to be represented by the Knot-tiers, the C. I. O., or by neither.

4. The following classifications of employees of Border City, engaged at its Fall River operations, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by the Slasher Tenders, the C. I. O., or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by the Loom Fixers, the C. I. O., or by neither;

(c) All knot-tiers and helpers, to determine whether they desire to be represented by the Knot-tiers, the C. I. O., or by neither.

5. The following classifications of employees of Bourne, engaged at its Fall River operations, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the Company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by the Slasher Tenders, the C. I. O., or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by the Loom Fixers, the C. I. O., or by neither;

(c) All knot-tiers and helpers, to determine whether they desire to be represented by the Knot-tiers, the C. I. O., or by neither.

6. The following classifications of employees of Howard Arthur, engaged at its Fall River operations, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by the Slasher Tenders, the C. I. O., or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by the Loom Fixers, the C. I. O., or by neither;

(c) All knot-tiers and helpers, to determine whether they desire to be represented by the Knot-tiers, the C. I. O., or by neither.

7. The following classifications of employees of Sagamore, engaged at its Fall River operations, excluding supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by the Slasher Tenders, the C. I. O., or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by the Loom Fixers, the C. I. O., or by neither;

(c) All knot-tiers and helpers, to determine whether they desire to be represented by the Knot-tiers, the C. I. O., or by neither.

Upon the results of these elections will depend, in part, our determination of the appropriate units.

DIRECTION OF ELECTIONS

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 3, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Arkwright Corp., Berkshire Fine Spinning Associates, Inc., Richard Borden Mfg. Co., Border City Mfg. Co., Bourne Mills, Howard Arthur Mills, Sagamore Mfg. Co., all of Fall River, Massachusetts, 21 separate elections 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 First Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the following groups of employees, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during the 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 elections:

1. The following classifications of employees of Arkwright Corp., engaged at its Fall River operations, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by Fall River Slasher Tenders' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by Fall River Loom Fixers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither; and

(c) All knot-tiers and helpers, to determine whether they desire to be represented by Fall River Knot-tiers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither.

2. The following classifications of employees of Berkshire Fine Spinning Associates, Inc., engaged at its Fall River operations, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by Fall River Slasher Tenders' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by Fall River Loom Fixers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither; and

(c) All knot-tiers and helpers, to determine whether they desire to be represented by Fall River Knot-tiers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither.

3. The following classifications of employees of Richard Borden Mfg. Co., engaged at its Fall River operations, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by Fall River Slasher Tenders' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by Fall River Loom Fixers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither; and

(c) All knot-tiers and helpers, to determine whether they desire to be represented by Fall River Knot-tiers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither.

4. The following classifications of employees of Border City Mfg. Co., engaged at its Fall River operations, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by Fall River Slasher Tenders' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by Fall River Loom Fixers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither; and

(c) All knot-tiers and helpers, to determine whether they desire to be represented by Fall River Knot-tiers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither.

5. The following classifications of employees of Bourne Mills, engaged at its Fall River operations, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by Fall River Slasher Tenders' Union, or by

Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by Fall River Loom Fixers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither; and

(c) All knot-tiers and helpers, to determine whether they desire to be represented by Fall River Knot-tiers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither.

6. The following classifications of employees of Howard Arthur Mills, engaged at its Fall River operations, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by Fall River Slasher Tenders' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by Fall River Loom Fixers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither; and

(c) All knot-tiers and helpers, to determine whether they desire to be represented by Fall River Knot-tiers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither.

7. The following classifications of employees of Sagamore Mfg. Co., engaged at its Fall River operations, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the company:

(a) All slasher tenders and helpers, to determine whether they desire to be represented by Fall River Slasher Tenders' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither;

(b) All loom fixers, changers-over and spare fixers, to determine whether they desire to be represented by Fall River Loom Fixers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither; and

(c) All knot-tiers and helpers, to determine whether they desire to be represented by Fall River Knot-tiers' Union, or by Textile Workers Union of America, CIO, for the purposes of collective bargaining, or by neither.