

IN THE MATTER OF GOODYEAR TIRE AND RUBBER COMPANY OF CALIFORNIA and UNITED RUBBER WORKERS OF AMERICA, LOCAL 131

Case No. R-230

Rubber Products Industry—Investigation of Representatives: controversy concerning representation of employees; rival organizations; substantial doubt as to majority status; refusal by employer to recognize either rival organization as bargaining agency—*Unit Appropriate for Collective Bargaining:* production and maintenance employees; community of interest; eligibility for membership in petitioning union; production and maintenance employees in adjacent textile feeder mill included in; history of self-organization; nature of employment; specially trained group excluded from—*Election Ordered—Certification of Representatives.*

Mr. David Sokol for the Board.

O'Melveny, Tuller, & Myers, by *Mr. B. E. Ahlport* and *Mr. J. L. Goddard*, of Los Angeles, Cal., for the Company.

Mr. George B. Roberts, of Los Angeles, Cal., for United Rubber Workers of America, Local 131.

Mr. C. F. Cable and *Mr. Emanuel Becker*, of Los Angeles, Cal., for Goodyear Employees Association, Inc.

Mr. Joseph B. Robinson, of counsel to the Board.

DIRECTION OF ELECTION

August 27, 1937

The National Labor Relations Board, having found that a question affecting commerce has arisen concerning the representation of employees of Goodyear Tire and Rubber Company of California, Los Angeles, California, and that those employees who are engaged in production and maintenance, including workers at the textile mill of the said Company, but excluding foremen, squadron men, and those engaged in supervisory and clerical work, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act, 49 Stat. 449, and acting pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of said Act, and pursuant to Article III, Section 8 of National Labor Relations Board Rules and Regulations—Series 1, as amended, hereby

DIRECTS that, as part of the investigation ordered by the Board to ascertain representatives for the purposes of collective bargaining with Goodyear Tire and Rubber Company of California, an election by secret ballot shall be conducted within a period of fifteen (15) days after the date of this Direction of Election, under the direction and supervision of the Regional Director for the Twenty-first Region, acting in this matter as the agent of the National Labor Relations Board, and subject to Article III, Section 9 of said Rules and Regulations—Series 1, as amended, among those employees of Goodyear Tire and Rubber Company of California engaged in production and maintenance, including workers at the textile mill of the said Company, but excluding foremen, squadron men, and those engaged in supervisory or clerical work, on the pay roll of the said Company next preceding June 7, 1937, to determine whether they desire to be represented by United Rubber Workers of America, Local 131, or by Goodyear Employees Association, Inc., for the purposes of collective bargaining.

MR. EDWIN S. SMITH took no part in the consideration of the above Direction of Election.

[SAME TITLE]

DECISION
AND
CERTIFICATION OF REPRESENTATIVES

October 7, 1937

STATEMENT OF THE CASE

On July 22, 1937, United Rubber Workers of America, Local No. 131, herein called the United, filed with the Regional Director for the Twenty-first Region (Los Angeles, California), a petition alleging that a question affecting commerce had arisen concerning the representation of the employees of Goodyear Tire and Rubber Company of California, Los Angeles, California, herein called the Company, and requesting an investigation and certification of representatives, pursuant to Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On the same day, the National Labor Relations Board, herein called the Board, acting pursuant to Section 9 (c) of the Act, and Article III, Section 3 of National Labor Relations Board Rules and Regulations—Series 1,

as amended, authorized the Regional Director to conduct an investigation and provide for an appropriate hearing.¹ Also on the same day the Regional Director issued a notice of hearing to be held in Los Angeles, California, on July 28, 1937, copies of which were duly served upon the Company, the United, and Goodyear Employees Association, Inc., herein called the Association, a labor organization named in the petition as claiming to represent some of the Company's employees.

Pursuant to the notice a hearing was held before Carey McWilliams, the Trial Examiner duly designated by the Board. At the hearing the Board, the Company, the United, and the Association were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded to all parties.

Pursuant to notice, a hearing was held before the Board on August 24, 1937, in Washington, D. C., for the purpose of oral argument. The Company and the United were represented by counsel. The Board has reviewed the rulings of the Trial Examiner on objections to the admission of evidence and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

After examining the record in the case, the Board concluded that a question affecting commerce had arisen concerning the representation of the employees of the Company, and on the basis of such conclusion, and acting pursuant to Section 9 (c) of the Act, and Article III, Section 8 of the Rules and Regulations—Series 1, as amended, issued a Direction of Election on August 27, 1937, in which it was found that the employees of the Company engaged in production and maintenance, including workers in the textile mill of the Company, but excluding foremen, squadron men, and those engaged in supervisory or clerical work, constituted a unit appropriate for the purposes of collective bargaining. Merely for the purpose of expediting the election and thus to insure to the employees of the Company the full benefit of their right to collective bargaining as early as possible, the Board directed the election without at the same time issuing a decision embodying complete findings of fact and conclusions of law.

¹ On July 22, 1937, a hearing was held in *Matter of Goodyear Tire and Rubber Company of California, Inc. and United Rubber Workers of America, Local No. 131*, Case No. XXI-R-169. In that case a petition was filed by the United on June 7, 1937, and the Board ordered an investigation and hearing on June 24, 1937. Notices of the hearing were served on July 8, 1937. It appeared at the hearing that the company named in the petition was a sales corporation owned by the Company here involved, and that it did not have any of the employees described in the petition. The Board's motion to amend the petition to correct the error having been denied, the petition was dismissed, and the present proceeding was commenced.

Pursuant to the Board's Direction of Election, an election by secret ballot was conducted on September 10, 1937, by the Regional Director for the Twenty-first Region among the employees of the Company within the bargaining unit found appropriate by the Board. Full opportunity was accorded to all parties to this investigation to participate in the conduct of this secret ballot and to make challenges. On September 14, 1937, the Regional Director issued and duly served upon the parties to this proceeding his Intermediate Report on the secret ballot. No exceptions to the Intermediate Report have been filed by any of the parties.

As to the results of the secret ballot, the Regional Director reported the following:

Total number eligible.....	1,835
Total number of ballots cast.....	1,473
Total number of blank ballots.....	2
Total number of void ballots.....	1
Total number of challenged ballots.....	13
Total number of ballots cast for the United.....	801
Total number of ballots cast for the Association.....	656

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

The Goodyear Tire and Rubber Company of California was incorporated in 1920 and is engaged in the production of tires and tubes, and of patches and other accessory items made of rubber. Tires and tubes each constitute about one-third of the total product. Its sole place of business is located at its plant in Los Angeles, California. It owns all of the stock of Goodyear Tire and Rubber Company of California, Inc., a sales corporation. The Company is a part of the system of corporations controlled by the Goodyear Tire and Rubber Company, located in Akron, Ohio, more than 90 per cent of its stock being owned by the latter corporation.² The purchasing of a substantial part of the raw material used by the Company, the advertising of its product, some at least of its marketing, and the establishing of the broad lines of its policy are all done by the parent company.

The chief item of raw material used by the Company is rubber, all of which comes from without the State of California. All of its

² Board's Exhibits Nos. 3 and 4 are copies of the registration statement of the Akron Company filed with the Securities and Exchange Commission in 1935, File No. 1-1927, and of the subsequent Annual Reports. They show that during 1935 and 1936, the amount of the Company's stock owned by the parent corporation increased from 90.15 to 97.5 per cent. They also show that the parent corporation owns and controls subsidiaries operating throughout the world.

cotton, another important item, is also received from outside the State. Fabric and pigments, the other two items of importance, are procured both within and without California.³ The total value of the products shipped by the Company between January 1, 1936 and June 30, 1937, was \$26,632,766.53, of which \$8,821,068.71 was the value of shipments made to points within California; and \$17,811,697.82, the value of shipments to points outside of California.⁴

II. THE ORGANIZATIONS INVOLVED

A. *The United*

United Rubber Workers of America is a labor organization affiliated with the Committee for Industrial Organization. Local No. 131 thereof admits to membership all of the employees of the Company except clerical and supervisory employees, expressly excluding squadron men.

B. *The Association*

Goodyear Employees Association, Inc., is a labor organization, admitting to membership employees of the Company, including the squadron men.

III. THE QUESTION CONCERNING REPRESENTATION

At some time in 1934, there was established at the Company's plant the Goodyear Joint Conference, herein called the Conference. It was disbanded after the middle of April 1937. There is little in the record to show what functions it performed, but apparently it was maintained chiefly as a point of contact between the management and the employees. The representatives of the latter were elected by secret ballot and met with representatives of the management, under the chairmanship of W. H. Fleming, the Company's vice president and general superintendent. The expenses of the Conference were paid by the Company. Aside from whatever activities may have been carried on through the Conference, there has been no collective bargaining by the Company with any of its employees.

³ Board's Exhibit No. 9, a tabulation supplied by the Company, shows that from January 1, 1936 to June 30, 1937, the chief raw materials used by the Company were as follows:

Material	Value	Origin
Rubber.....	\$9, 278, 768 66	Outside of California.
Fabric.....	4, 898, 253. 92	Within and outside California.
Cotton.....	1, 826, 655. 02	Outside of California.
Pigments.....	1, 089, 218. 90	Within and outside California.
Bead Wire.....	406, 403. 55	Within California.

⁴ Board's Exhibit No. 9, mentioned in footnote 2. This exhibit also shows that most of the Company's shipments were made by rail, but that a substantial portion was made by truck, and a small portion by boat.

After the disbanding of the Conference, organization drives were commenced by the United and the Association. For the three months prior to the hearing in this case, both organizations were active. Leaflets were passed out in front of the plant. There were meetings of the United and its buttons were distributed and worn around the plant.

On about June 1, 1937, representatives of the United met with W. H. Fleming, and matters of policy were discussed. About a week later the textile mill operated by the Company was shut down, for reasons which do not clearly appear in the record. The Company has not recognized any labor organization for the purposes of collective bargaining. It is conceded however that the question of union affiliation has been discussed a great deal around the plant, and that the total of the membership claims of the two labor organizations is greater than the total pay roll of the Company. It was stipulated by all parties to the proceeding that there is need for an election at the Company's plant.

IV. THE APPROPRIATE UNIT

It was stipulated by all parties to the proceeding that the appropriate unit for the purposes of collective bargaining should be that set out in the petition, except that the inclusion of squadron men and the employees at the textile mill was left to the determination of the Board. The description in the petition included "production men and women including textile men and women, and maintenance men excluding superintendents, general foremen, foremen, supervisors, watchmen, policemen, doctors and nurses, sales force, general office employees, 'squadron' men and all who have the right to recommend hiring and firing . . .".

A. *The squadron men*

The squadron system has been adopted by the Goodyear plants generally. There is evidence in the record that the system as practiced at the California Goodyear plant differs somewhat from that in operation at other Goodyear plants. We therefore direct our attention to the evidence of its operation at Los Angeles.

The purpose of the squadron is "to train men, and . . . to balance production." Applicants to the squadron come from the plant itself and from schools and colleges where the Goodyear system is widely known. About 50 per cent of those in the squadron at present are college men. Attempt is made to get men with training in types of work which are important to the Company, such as chemists, engineers, mechanics, or salesmen. The men are carefully recruited and must pass a very severe physical examination.

Before being accepted each man goes through a series of interviews with various executives, described by one witness as "get together meetings." He then goes on probation for 60 days, after which, if accepted, he is put on the squadron. If he comes from the plant, he may take a reduction in pay at the start. The course is of three years' duration. During the first two years, the squadron men are shifted about from department to department, learning all of the aspects of rubber production. Although they are not segregated in any one part of the plant, they are under the supervision of a single foreman, to whom they make reports on their work, and who in turn makes reports on their progress to the management. They have classes by themselves which are often addressed by executives and foremen. In general, they are watched very carefully, and their contact with the management is very intimate.

After the two-year period, the squadron man spends a third year on a single job which is supposed to be of his own choosing, though it may not always be so. At the end of the third year he is considered a "master worker" and receives a diploma as such. He receives the same vacation to which a non-squadron man with five years seniority is entitled. But his future progress depends on his own merit.

One of the purposes of the squadron is to "balance production". As a master worker, the squadron man is considered capable of taking on any job, if the need arises. He is used, therefore, to fill in, in case of emergency caused by break-down or temporary absence. While there are no strict rules requiring the retention of squadron men when lay-offs occur, the Company attempts to keep them on "as long as possible" because of their training. There are at the present time between 40 and 44 squadron men at the Los Angeles plant. The number never exceeds 65.

The United contends that the squadron men should be excluded from the appropriate unit for the purposes of collective bargaining. The Association contends the opposite. There can be little doubt that the squadron men are a select group. While it is true that there is nothing essentially supervisory about their position, they are under the special guidance and care of, and have an intimate relation with, the management, and cannot be considered as having the same problems as the non-squadron, production workers. It is clear that they do not belong in the same unit with the latter for the purposes of collective bargaining.

B. The textile workers

The Association contends that the Company's textile mill is so separate and distinct as to require a separate bargaining unit for the men there employed. The United desires to include these employees

in a single unit with the workers in the rubber mill. It appears that the two mills are within the same enclosure. Employees at both plants enter at the same gate. The product of the textile mill is suitable only for the manufacture of tires, and most of it goes directly into use in the rubber mill, the balance being shipped east to other Goodyear plants. The rubber mill also uses a substantial amount of textiles not produced in the Company's textile mill. There are some differences in the nature of the work at the two plants. There is a higher percentage of women employees at the textile mill than at the rubber mill, and the textile workers, as distinguished from the rubber workers, are largely machine tenders. There is no reason to believe, however, that these differences raise any problems in collective bargaining peculiar to one mill or the other. All of the employees are production workers and have only the usual problems raised in mass production work. As far as the record shows, none of them have any peculiar skill.

During the period in which the Conference was maintained there were separate Joint Conferences for the textile and rubber mills. However, there was never any collective bargaining concerning general working conditions during this period, and consequently this set-up cannot be considered as throwing any light on the present controversy. During May 1937 a group of the textile workers expressed to the United their desire to be included in the organization drive of that Union. A textile worker was at one time an officer of the United. Thus it is clear that some, at least, of the textile workers felt that their problems were the same as those of the rubber workers. There has never been any attempt by any textile men to secure separate representation.

At the present time the textile mill is shut down. Apparently the Company has no formal way of notifying old employees of a reopening of the mill, but word will be passed around generally of such a reopening when it occurs. The names of the employees who have worked in the mill are kept in the files of the Company, and when the men return to work they will retain their seniority rights. Therefore, they remain employees of the Company at the present time.

We find that the textile and rubber workers together constitute a single unit appropriate for the purposes of collective bargaining.

C. Conclusions as to the appropriate unit

In order to insure to the Company's employees the full benefit of their right to self-organization and collective bargaining, and otherwise to effectuate the purposes of the Act, we find that those employees of the Company who are engaged in production and maintenance, including workers at the textile mill of the said Company,

but excluding foremen, squadron men, and those engaged in supervisory and clerical work, constitute a unit appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment.

V. THE EFFECT OF THE QUESTION OF REPRESENTATION ON COMMERCE

We find that the question of representation which has arisen, occurring in connection with the operations of the Company described in Section I above, has a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

VI. CONDUCT OF THE ELECTIONS

All parties to this proceeding indicated their consent to the holding of an election by secret ballot. The shut-down of the textile mill on about June 7, 1937, requires that the situation prior to that date be decisive of the issues in this case. On the basis of these findings, the Board, in its Direction of Election issued on August 27, 1937, based eligibility to vote in the election on the pay roll of the Company next preceding June 7, 1937.

CONCLUSIONS OF LAW

Upon the basis of the above findings of fact, and upon the entire record in the case, the Board makes the following conclusions of law:

1. Questions affecting commerce have arisen concerning the representation of employees of Goodyear Tire and Rubber Company of California, within the meaning of Section 9 (c) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

2. All of the employees of Goodyear Tire and Rubber Company of California engaged in production and maintenance, including workers at the textile mill of the said Company, but excluding foremen, squadron men, and those engaged in supervisory and clerical work, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

CERTIFICATION OF REPRESENTATIVES

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, 49 Stat. 449, and pursuant to Article III, Section 8 of National Labor Relations Board Rules and Regulations—Series 1, as amended,

IT IS HEREBY CERTIFIED that United Rubber Workers of America, Local No. 131, has been designated and selected by a majority of the employees of Goodyear Tire and Rubber Company of California, engaged in production and maintenance, including workers at the textile mill of the said Company, but excluding foremen, squadron men, and those engaged in supervisory and clerical work, as their representative for the purposes of collective bargaining, and that, pursuant to the provisions of Section 9 (a) of the Act, United Rubber Workers of America, Local No. 131, is the exclusive representative of all such employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.