

In the Matter of BROWN-SALTMAN FURNITURE COMPANY and UNITED  
FURNITURE WORKERS OF AMERICA, LOCAL No. 576, C. I. O.

*Case No. R-803.—Decided June 25, 1938*

*Furniture Manufacturing Industry—Investigation of Representatives:* controversy concerning representation of employees—*Contracts:* no b-r to investigation, where period for renewal is at hand—*Unit Appropriate for Collective Bargaining:* production employees, excluding clerical and supervisory employees; no controversy as to—*Representatives:* proof of choice; comparison of pay roll with union membership cards—*Certification of Representatives:* upon proof of majority representation.

*Mr. William R. Walsh* and *Mr. Charles M. Brooks*, for the Board.

*Mr. Spencer Austrian*, of Los Angeles, Calif., for the Company.

*Gallagher, Wirin & Johnson*, by *A. L. Wirin*, of Los Angeles, Calif., for the C. I. O.

*Mr. Arthur Garrett*, by *Mr. Francis C. Jones*, of Los Angeles, Calif., for Local No. 1561, for District Council, and for the Brotherhood.

*Mr. Otto J. Emme*, of Los Angeles, Calif., for Local No. 15.

*Mr. A. J. Toth*, of counsel to the Board.

DECISION

AND

CERTIFICATION OF REPRESENTATIVES

STATEMENT OF THE CASE

On April 22, 1938, United Furniture Workers of America, Local No. 576, Committee for Industrial Organization, herein called the C. I. O., 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 employees of Brown-Saltman Furniture Company, Southgate, 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 April 27, 1938, 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, ordered an investigation and authorized the Regional Director to conduct it and to provide for an appropriate hearing upon due notice.

On May 11, 1938, the Regional Director issued a notice of hearing, copies of which were duly served upon the Company, upon the C. I. O., upon Upholsterers, Carpet, and Linoleum Mechanics Union, Local No. 15, herein called Local No. 15, upon United Brotherhood of Carpenters and Joiners of America, Local No. 1561, herein called Local No. 1561, upon District Council of Carpenters for Los Angeles County, herein called District Council, and upon United Brotherhood of Carpenters and Joiners of America, herein called the Brotherhood, the latter four, herein collectively called the A. F. of L. Affiliates, being labor organizations claiming to represent employees directly affected by the investigation. Pursuant to the notice, a hearing was held on May 23 and 24, 1938, at Los Angeles, California, before Thomas H. Kennedy, the Trial Examiner duly designated by the Board. The Board, the Company, the C. I. O., and the A. F. of L. Affiliates were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and to cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. During the course of the hearing the Trial Examiner made several rulings on motions and on objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE COMPANY

Brown-Saltman Furniture Company, individually owned and operated by David J. Saltman, is engaged in the manufacture of dining room, living room, and bedroom furniture. The Company's sales during 1937 amounted to \$411,220 04, approximately 18 per cent of which were shipped out of the State of California. During the same year, the Company purchased raw materials valued at \$170,364.79, consisting of hardware of all sorts, upholstering fabrics, twine, springs, filling such as cotton, hair, moss, and mirrors. A small amount of these materials are procured by the Company directly from sources outside the State; the remainder through jobbers whose sources of supply are located in other States and territories of the United States.

#### II. THE ORGANIZATIONS INVOLVED

United Furniture Workers of America, Local No. 576, is a labor organization affiliated with the Committee for Industrial Organization. It admits to its membership all production employees of the

Company, excluding office workers and clerical and supervisory employees.

United Brotherhood of Carpenters and Joiners of America, Local No. 1561, is a labor organization affiliated with the American Federation of Labor and with the District Council of Carpenters for Los Angeles County. Local No. 1561 admits to membership all production employees of the Company, except upholsterers, supervisors, and clerical employees. District Council of Carpenters of Los Angeles County is a labor organization consisting of locals of the United Brotherhood of Carpenters and Joiners of America within the Los Angeles area.

Upholsterers, Carpet, and Linoleum Mechanics Union, Local No. 15, is a labor organization affiliated with the American Federation of Labor. It admits to membership all the upholsterers of the Company, exclusive of carpenters, joiners, supervisors, and clerical employees.

### III. THE QUESTION CONCERNING REPRESENTATION

On September 1, 1937, the Company entered into a written closed-shop agreement with Local No. 1561 as the representative of all production employees of the Company, except upholsterers. The agreement is effective until August 31, 1938, and contains a proviso that negotiations for renewal are to be made 60 days prior to the termination of the agreement.

On October 9, 1937, the Company and Local No. 15, representing the upholsterers employed by the Company, entered into a written contract to be in effect until August 1, 1938, and annually thereafter unless notice is given to the contrary by either party on or before July 1, of any year.<sup>1</sup>

The members of Local No. 15, at a special meeting held on January 25, 1938, voted, by secret ballot, to change their affiliation to the C. I. O. and in like manner, the members of Local No. 1561, at a regular meeting held on February 9, 1938, voted to change their affiliation to the C. I. O. Thereafter the business agent of Local No. 1561 became the business agent of the C. I. O. and as such represented the employees and adjusted grievances with the Company. The C. I. O. claims that by virtue of the change of affiliation, it represents a large majority of the production employees of the Company and, as the new representative of the employees, it is the successor in interest to Local No. 15 and Local No. 1561. Local No. 15 and Local No. 1561 do not claim to represent a majority of the employees of the Company but contend that they have sufficient membership in the Los

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<sup>1</sup> Since the contracts are about to expire and the negotiatory period for a new contract begins on July 1, 1938, the rights under those contracts present no problem in our consideration of the issues in this case

Angeles area to comply with the terms of the contract. They demand that the contracts be enforced.

We find that a question has arisen concerning representation of the employees of the Company.

#### IV. THE EFFECT OF THE QUESTION CONCERNING REPRESENTATION UPON COMMERCE

We find that the question concerning 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.

#### V. THE APPROPRIATE UNIT

At the hearing the C. I. O., Local 1561, the District Council, and the Brotherhood agreed that the production employees of the Company, excluding clerical and supervisory employees, constitute a unit appropriate for the purposes of collective bargaining. Local No. 15 raised no objection to such designation. Although Local No. 15 and Local No. 1561 have heretofore bargained on the basis of two separate units, namely, the upholsterers and the carpenters, respectively, we find no reason to disregard the unit proposed without objection at the hearing.

We find that the production employees of the Company, excluding clerical and supervisory employees, constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the Company the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

#### VI. THE DETERMINATION OF REPRESENTATIVES

The parties stipulated at the hearing that the pay roll of May 16, 1938, should be used as a basis for certification of election. There were 77 production employees within the appropriate unit as of that date. The C. I. O. introduced into evidence cards signed by employees of the Company within the appropriate unit, authorizing the C. I. O. to represent them. A check of these cards against the pay roll of May 16, 1938, shows that 65 employees within the appropriate unit have authorized the C. I. O. to represent them as their bargaining agent. It is clear, therefore, that a majority of the employees of the Company within the appropriate unit desire the C. I. O. to represent them for such purposes.

We find that the C. I. O. has been designated and selected by a majority of the employees in the appropriate unit as their representative for the purposes of collective bargaining. It is, therefore, the exclusive representative of all the employees in such unit for the purposes of collective bargaining, and we will so certify.

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. A question affecting commerce has arisen concerning the representation of employees of Brown-Saltman Furniture Company, Los Angeles, California, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the National Labor Relations Act.

2. The production employees of the Company, excluding clerical and supervisory employees, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

3. United Furniture Workers of America, Local No. 576, C. I. O. is the exclusive representative of all the employees in such unit for the purposes of collective bargaining, within the meaning of Section 9 (a) 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, 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 Furniture Workers of America, Local No. 576, affiliated with the Committee for Industrial Organization, has been designated and selected by a majority of the production employees of Brown-Saltman Furniture Company, Southgate, California, excluding clerical and supervisory employees, as their representative for the purposes of collective bargaining and that, pursuant to the provisions of Section 9 (a) of the Act, United Furniture Workers of America, Local No. 576, affiliated with the Committee for Industrial Organization, 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.

CHAIRMAN MADDEN took no part in the consideration of the above Decision and Certification of Representatives.