

In the Matter of QUALITY FURNITURE MFG. Co. and UNITED FURNITURE WORKERS OF AMERICA, LOCAL 576, C. I. O.

In the Matter of FURNITURE GUILD OF CALIFORNIA and UNITED FURNITURE WORKERS OF AMERICA, LOCAL 576, C. I. O.

Cases Nos. R-853 and R-855, respectively.—Decided August 8, 1938

Furniture Manufacturing Industry: Investigation of Representatives: controversy concerning representation of employees: closed-shop contracts with locals of one international labor organization; later by a majority vote of its members a transfer of affiliation to another international was effected; closed-shop contracts expiring shortly no bar to investigation—*Units Appropriate for Collective Bargaining:* stipulations: production employees, exclusive of supervisory and clerical employees—*Representatives:* proof of choice: stipulations—*Certification of Representatives:* upon proof of majority representation.

Mr. Charles M. Brooks and *Mr. Frank A. Mouritsen* for the Board.

Mr. H. E. Toor, of Los Angeles, Calif., for Furniture Guild.

Mr. H. J. Malerstein, of Los Angeles, Calif., for Quality.

Gallagher, Wirin & Johnson, by *Mr. Leo Gallagher* and *Mr. Grover Johnson*, of Los Angeles, Calif., for Local 576.

Rosencrans and Emme, by *Mr. Leo V. Rosencrans*, of Los Angeles, Calif., for Local 15 and Local 1561.

Mr. John Murray, of Los Angeles, Calif., for Local 1561.

Mr. Henry J. Fox, of counsel to the Board.

DECISION

AND

CERTIFICATION OF REPRESENTATIVES

STATEMENT OF THE CASE

On February 10, 1938, United Furniture Workers of America, Local 576, Committee for Industrial Organization, herein called Local 576, filed with the Regional Director for the Twenty-first Region (Los Angeles, California) two separate petitions alleging that questions affecting commerce had arisen concerning the representation of employees, respectively, of Quality Furniture Mfg. Company, Los Angeles, California, herein called Quality, and of Furniture Guild of California, Los Angeles, California, herein called Furniture Guild,

and requesting investigations and certifications of representatives pursuant to Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. On June 1, 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. The Board, acting pursuant to Article III, Section 10 (c) (2), of said Rules and Regulations, further ordered that the Quality case, the Furniture Guild case, and a case involving the representation of employees of California Woodturning Company¹ be consolidated for the purpose of hearing.

On June 1 and 2, 1938, the Regional Director issued notices of hearing, copies of which were duly served upon Quality, upon Furniture Guild, upon Local 576, upon Upholsterers, Carpet, and Linoleum Mechanics Union, Local 15, herein called Local 15, upon Furniture Workers Union, Local 1561, United Brotherhood of Carpenters and Joiners of America, the latter two unions being labor organizations claiming to represent employees directly affected by the investigation, upon District Council of Carpenters for Los Angeles County, herein called the District Council, upon Los Angeles Industrial Union Council, and upon Los Angeles Central Labor Council. Pursuant to the notice, a hearing was held on June 9, 10, 15, and 16, 1938, at Los Angeles, California, before Dwight W. Stephenson, the Trial Examiner duly designated by the Board. The Board, Quality, Furniture Guild, Local 576, Local 15, and Local 1561 were represented by counsel or official representatives 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 all parties. During the course of the hearing the Trial Examiner made several rulings on motions and 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 EMPLOYERS

A. *The business of Quality*

Quality Furniture Manufacturing Company, located in Los Angeles, California, is a California corporation engaged in the manu-

¹ The case involving the California Woodturning Company is not considered herein.

facture of upholstered living-room furniture. During 1937, it purchased raw materials valued at \$67,226, approximately half of which consisted of purchases of hardwood lumber and furniture coverings. Although most of the purchases were made from local dealers, most of the lumber and about 60 per cent of the coverings were obtained by the local dealers from sources outside the State of California. During the same period, Quality's sales amounted in value to \$131,217.48, approximately \$14,900 worth of the finished products being shipped outside California.

B. The business of Furniture Guild

Furniture Guild of California, individually owned and operated by Herbert E. Toor, is engaged in the manufacture of furniture in Los Angeles, California. During 1936 and 1937, it purchased raw materials valued at \$122,169.27, approximately \$77,000 being paid for lumber, \$7,995 for hardware, \$19,880 for paints, and \$4,049 for fabrics. Approximately 12 per cent of the lumber, 21.6 per cent of the hardware, 1.2 per cent of the paints, and 6.8 per cent of the fabrics were obtained directly from outside California. Moreover, of the raw materials obtained within California, a large proportion were purchased from local dealers who had in turn secured such raw materials from sources outside California. During the same period the Furniture Guild's sales amounted to \$364,631.44, of which \$87,284.91 represents the value of products shipped outside California. The Company has a sales representative located in Arizona.

II. THE ORGANIZATIONS INVOLVED

United Furniture Workers of America, Local 576, is a labor organization affiliated with the Committee for Industrial Organization. It admits to its membership all production employees of Quality and Furniture Guild, excluding office workers, clerical, and supervisory employees.

Furniture Workers Union, Local 1561, United Brotherhood of Carpenters and Joiners of America, is a labor organization affiliated with the American Federation of Labor and with the District Council of Carpenters for Los Angeles County. It admits to its membership all production employees of Quality and Furniture Guild, except office workers, teamsters, and upholsterers.

Upholsterers, Carpet, and Linoleum Mechanics, Local 15, is a labor organization affiliated with the American Federation of Labor. It admits to its membership all employees of Quality in the upholstering department.

III. THE QUESTIONS CONCERNING REPRESENTATION

A. *Quality*

In September 1937, Quality and Local 1561 entered into a written closed-shop agreement covering all production employees of the Company, exclusive of office workers, teamsters, and upholsterers. The agreement, which by its terms is effective from September 1, 1937, until midnight, August 31, 1938, provides that negotiations for renewal shall be commenced 60 days prior to its termination date. In September 1937, Quality also executed a written contract with Local 15, as representative of the upholsterers employed by the Company. This agreement provides that it shall be effective from October 1, 1937, until August 1, 1938, and from year to year thereafter in the absence of notice to the contrary given by either party on or before July 1 of any year.

At a special meeting of Local 15 held on January 25, 1938, a majority of the members present voted to become affiliated with the Committee for Industrial Organization. Shortly thereafter, a large number of the members of Local 1561 voted to take similar action. Subsequently, a large number of members of Local 15 and Local 1561 joined Local 576, affiliated with the C. I. O. Although Local 15 and Local 1561 do not now claim to represent, jointly or severally, a majority of the employees of Quality, they assert that they possess a membership sufficiently large to retain their respective charters in the American Federation of Labor and to comply with the terms of their respective contracts.

It is apparently the claim of the two locals that there is no present question concerning representation in view of the said contracts. Local 576 claims to represent a majority of the employees of Quality within an appropriate unit and requests certification as the exclusive bargaining representative of such employees.

Since Quality's contracts with Local 15 and Local 1561 expire August 1, 1938, and August 31, 1938, respectively, it is not necessary in this case to decide the precise legal status of Local 15 and Local 1561 with respect to the contracts or to determine the effect of the contracts during the periods prior to the said expiration dates. The contracts clearly do not preclude an investigation or certification of a bargaining representative for the period following the expiration dates of the contracts.²

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

² It is to be noted in this connection that the petition in this case was filed by Local 576 prior to the dates specified in the said contracts for a renewal or negotiations for a renewal.

B. Furniture Guild

At the hearing, Local 1561 claimed to represent a majority of the production employees of the Furniture Guild and requested certification as the exclusive bargaining representative of such employees. Prior thereto, it had entered into a contract with the company, in which it was recognized as such exclusive bargaining representative. This contract expires, however, on September 1, 1938. Local 576 asked for a dismissal of its petition for an investigation and certification of a bargaining representative.

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

IV. THE EFFECT OF THE QUESTIONS CONCERNING REPRESENTATION UPON COMMERCE

We find that the questions concerning representation which have arisen, occurring in connection with the operations of Quality and the Furniture Guild described in Section I above have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE APPROPRIATE UNITS

At the hearing, Local 576, Local 1561, and Local 15 stipulated that all the production employees of Quality, excluding clerical and supervisory employees, constitute a unit appropriate for the purposes of collective bargaining. Local 576 and Local 1561, the only labor organizations claiming to represent employees of Furniture Guild, stipulated that such employees of Furniture Guild constituted an appropriate unit. The employers raised no objection to the said units.

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

VI. THE DETERMINATIONS OF REPRESENTATIVES*A. Quality*

There were introduced in evidence pay rolls of Quality for the weeks ending April 30, 1938, and June 4, 1938. Each pay roll con-

tained the names of 34 employees within the appropriate unit. Local 576 submitted in evidence 19 membership cards and a statement signed on June 9, 1938, by 18 employees authorizing Local 576 to represent them. Eighteen of the names appearing either on the membership cards or the statement appear also on each pay roll. Local 576, Local 1561, and Local 15 stipulated that a majority of the employees in the said unit were members of Local 576.

We find that Local 576 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.

B. Furniture Guild

There was introduced in evidence a pay roll of Furniture Guild for the week ending June 10, 1938, containing the names of 37 employees within the appropriate unit. Local 1561 submitted in evidence a list of 30 persons whom its representatives certified were members of Local 1561 in good standing. This testimony was not controverted by any party. Of the 37 names on the pay roll, 24 appeared on the list submitted by Local 1561.³ Local 576 submitted no evidence that employees of the Furniture Guild desired it to represent them.

We find that Local 1561 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 Quality Furniture Mfg. Co., Los Angeles, California, and the Furniture Guild of California, Los Angeles, California, respectively, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the National Labor Relations Act.

2. The production employees of Quality and Furniture Guild, excluding clerical and supervisory employees, constitute, in the case of

³ In addition, there were some four or five names on both the pay-roll and membership list which differed only slightly in spelling.

each company, 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 576, Committee for Industrial Organization, is the exclusive representative of all the employees of Quality in the appropriate unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the National Labor Relations Act.

4. Furniture Workers Union, Local 1561, United Brotherhood of Carpenters and Joiners of America, is the exclusive representative of all the employees in Furniture Guild in the appropriate 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 576, Committee for Industrial Organization, has been designated and selected by a majority of the production employees of Quality Furniture Mfg. Co., Los Angeles, 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 576, 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; and

IT IS HEREBY CERTIFIED that Furniture Workers Union, Local 1561, United Brotherhood of Carpenters and Joiners of America, has been designated and selected by a majority of the production employees of Furniture Guild of California, Los Angeles, 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, Furniture Workers Union, Local 1561, United Brotherhood of Carpenters and Joiners of America, 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.

[SAME TITLE]

AMENDMENT TO DECISION AND CERTIFICATION OF
REPRESENTATIVES

September 12, 1938

On August 8, 1938, the National Labor Relations Board, herein called the Board, issued a Decision and Certification of Representatives in the above-entitled case.

The last sentence of paragraph A of Section I is hereby amended to read as follows:

During the same period, Quality's sales amounted in value to \$131,217.48, approximately \$4,900 worth of the finished products being shipped outside California.

MR. EDWIN S. SMITH took no part in the consideration of the above Amendment to Decision and Certification of Representatives.

8 N. L. R. B., No. 105a.