

In the Matter of ALLIS-CHALMERS MANUFACTURING COMPANY and
INTERNATIONAL UNION, UNITED AUTOMOBILE WORKERS OF AMERICA,
LOCAL 248

Case No. R-215.—Decided November 20, 1937

Machinery Manufacturing Industry—Investigation of Representatives: controversy concerning representatives of employees: rival organizations; substantial doubt as to majority status; controversy as to appropriate bargaining unit or units—*Units Appropriate for Collective Bargaining:* Units—(1) history of collective bargaining relations with employer; history of self-organization among employees; functional coherence; skill—(2) where other considerations determinative of appropriate unit are such that either of two contentions is valid—decisive factor is the desire of the employees involved; determination of dependent upon results of elections—*Elections Ordered*

Mr. Robert R. Rissman and Mr. S. G. Lippman, for the Board.

Mr. H. W. Story, of Milwaukee, Wis., for the Company.

Mr. Max E. Geline, of Milwaukee, Wis., and Mr. Lee Pressman, of Washington, D. C., for Local 248.

Mr. Joseph A. Padway and Mr. David Previant, of Milwaukee, Wis., for the I. A. M., I. M. U., I. B. F. O., I. B. E. W., and the Pattern Makers' League of America.

Shockley, Mattison, & Weinberg, by Mr. John L. Waddleton and Mr. Phillip Weinberg, of Milwaukee, Wis., for the Independent Engineers' and Draftsmen's Association.

Mr. Martin Kurasch, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

On June 14, 1937, International Union, United Automobile Workers of America, Local 248, herein called Local No. 248, by Julius Blunk, financial secretary, filed with the Regional Director of the Twelfth Region (Milwaukee, Wisconsin) a petition alleging that a question affecting commerce had arisen concerning the representation of employees of the West Allis, Wisconsin, plant of the Allis-Chalmers Manufacturing Company, 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 June 26, 1937, the National Labor Relations Board, herein called the Board, acting pursuant to Article

III, Section 3, of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered the Regional Director to conduct an investigation and provide for an appropriate hearing.

On July 1, 1937, the Regional Director issued a notice of hearing to be held at Milwaukee, Wisconsin, on July 12, 1937, copies of which were served upon the Company, Local No. 248, the International Association of Machinists, herein called the I. A. M., the International Brotherhood of Firemen and Oilers, herein called the I. B. F. O., the International Brotherhood of Electrical Workers, herein called the I. B. E. W., Mr. Joseph A. Padway, attorney for these unions, and upon the Metal Trades Council of Milwaukee, and the Independent Engineers' and Draftsmen's Association, herein called the Association.

Pursuant to the notice, a hearing was held at Milwaukee, Wisconsin, from July 12 through July 28, 1937, before Fred A. Hughes, the Trial Examiner duly designated by the Board. The Company was represented at the hearing by Mr. Story, its vice-president and general counsel. The Association and Local No. 248 were represented by counsel, and Joseph A. Padway appeared for the I. B. E. W., the I. B. F. O., the I. A. M., the I. M. U., and the Pattern League of America. All participated in the hearing. Full opportunity to be heard, to examine and to cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded. Objections to the introduction of evidence were made during the course of the hearing by counsel for the parties. The Board has reviewed the rulings of the Trial Examiner on motions and objections, and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On August 5, 1937, the proceeding was transferred to and continued before the Board, in accordance with Article II, Section 37, of National Labor Relations Board Rules and Regulations—Series 1, as amended, and on August 19, 1937, a hearing for the purpose of oral argument was held at Washington, D. C. Local No. 248 and the Association were represented by counsel, Mr. Lee Pressman appeared for the Committee for Industrial Organization and Mr. Joseph A. Padway for the Wisconsin Federation of Labor.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY¹

The Company is a leading manufacturer of heavy industrial machinery, electrical machinery, farm machinery, cement machinery, crushing machinery, engines, flour mill machinery, hoisting ma-

¹ Except where otherwise indicated, the facts set out in this section are derived from a stipulation entered into by the Company and the Board.

chinery, metallurgical machinery, plate work, power transmission machinery, pumps, road machinery, drill machinery, saw mill machinery, timber preserving machinery, tractors, tunnel shovels, turbines, steel and hydraulic, and various other implements and machines. The Company built and installed at Boulder Dam four of the world's largest hydraulic turbines; at the San Francisquito Power House in Los Angeles, California, it installed the largest impulse turbines in the world.

The West Allis plant of the Company consists of nine machine shops, two foundries, two pattern storage warehouses, assembly, forge and boiler shops, power plant, and the principal office building. The plant has 21 miles of railway track. 9,551 employees are employed at this plant.

The Company has other plants at Norwood, Ohio, Pittsburgh, Pennsylvania, Springfield, Illinois, La Porte, Indiana, La Crosse, Wisconsin, and Milwaukee, Wisconsin. Although the plants are operated independently as manufacturing units, the West Allis plant, which is the largest, is the center of operation. The other plants are dependent on the West Allis plant, in varying degrees, and look to the West Allis plant for guidance and leadership. Interplant communication is primarily by means of telephone, mail messenger, and, to a limited extent, telegraphic service.

The West Allis plant uses large quantities of raw materials which consist principally of steam turbine blading, bare copper, insulating material, transformer and fuel oil, coal, structural and electrical sheet steel, blooms, tank steel plate, lumber, pig copper, pig tin, and pig iron, mica and ingots. All of this material except a portion of the lumber and copper, is obtained from states other than Wisconsin.

The Company carries on advertising of every available form, using magazines and journals of national circulation, radio advertising, exhibits at fairs, and direct mail advertising.

The Company has a world-wide market. H. W. Story, vice-president of the Company, testified that 95 per cent of the finished products are manufactured for shipment to points outside of Wisconsin. The Company maintains 15 district offices at principal cities over the world. It has 43 district offices in the United States, of which only one is in Wisconsin. It has 41 tractor division branches in the United States and the rest of the world.

In order to transport its products, the Company maintains a line of freight cars, having a capacity of over 100 tons each, and among the largest in the country. If the size of the product permits, mule back and aeroplane transportation are often used in reaching inaccessible places.

The net income of the Company derived from the operations for 1936 after all charges including interest on debentures, normal Fed-

eral income tax, surtax on undistributed profits, excess profits tax, and depreciation, had been deducted, was \$4,014,112.59. The Company has registered stock issues with the Securities and Exchange Commission for sale in interstate commerce.

II. THE ORGANIZATIONS INVOLVED

A. *The petitioning Union*

Local No. 248, International Union, United Automobile Workers of America is a labor organization affiliated with the Committee for Industrial Organization. It admits to membership the production and office employees of the West Allis plant of the Allis-Chalmers Manufacturing Company.

B. *The I. B. E. W.*

The International Brotherhood of Electrical Workers is a labor organization affiliated with the American Federation of Labor. Local No. 663-B admits to membership the employees in the electrical department and the maintenance electricians in the maintenance department of the West Allis plant.

C. *The I. M. U.*

The International Molders Union is a labor organization affiliated with the American Federation of Labor admitting to membership the employees in the foundries at the West Allis plant.

D. *The I. B. F. O.*

The International Brotherhood of Firemen and Oilers is a labor organization affiliated with the American Federation of Labor. Local No. 125 admits to membership the employees in the power house department and in the power plant of the forge shop of the West Allis plant.

E. *The I. A. M.*

The International Association of Machinists is a labor organization affiliated with the American Federation of Labor, admitting to membership the employees in the machine shops of the West Allis plant.

F. *The Pattern League of America*

The Pattern League of America is a labor organization affiliated with the American Federation of Labor admitting to membership the pattern makers in the pattern shop of the West Allis plant.

G. The Association

The Independent Engineers' and Draftsmen's Association is a labor organization, incorporated on June 24, 1935, admitting to membership the technical engineers and draftsmen of the West Allis plant.

III. THE QUESTION CONCERNING REPRESENTATION

On May 28, 1937, Local No. 248 entered into a contract with the Company. The first clause provides that:

The Company agrees to bargain with the Union as collective bargaining agency for the members of the Union who are employees of the Company working at the West Allis plant. The Company recognizes and will not interfere with the right of its employees to become members of the Union. Neither the Company nor any of its agents will exercise discrimination, interference, restraint or coercion against any members of the Union on account of such membership. It is agreed that any decision of the National Labor Relations Board as to exclusive bargaining rights for the employees of the Company at its West Allis Works shall, when finally made, become a part of this agreement.

There is an identical clause in a contract between the I. B. F. O. Local No. 125 and the Company, entered into on June 28, 1937.

The first clause in a contract between the Company and the Association, executed June 29, 1937, reads as follows:

1. The Company agrees to bargain with the Association as the collective bargaining agency for the members of the Association working in the drafting rooms of the Company's West Allis plant, with the understanding that any decision of the National Labor Relations Board as to exclusive bargaining rights for the employees of the Company in the Drafting rooms at its West Allis Works shall, when finally made, become a part of this agreement.

The question of exclusive bargaining rights has thus been left with the Board. The I. A. M., the I. B. E. W., the I. B. F. O., the I. M. U., and the Pattern Makers' League insist that each of the crafts be considered a separate unit.

We find that a question has arisen concerning the employees of the Company in its West Allis plant.

IV. THE EFFECT OF THE QUESTION CONCERNING REPRESENTATION ON
COMMERCE

We find that the question concerning representation which has arisen, occurring in connection with the operation 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 has led and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. HISTORY OF ORGANIZATION OF THE COMPANY'S EMPLOYEES

After a long absence of any collective bargaining arrangements between the Company and the employees of the West Allis plant, a Works Council was set up in June 1, 1933. The Company, at the least, cooperated in its initiation, and in its early stages, the management sat in at the meetings. The general growth of employee organization in this period, given added impetus in the West Allis plant by the unsatisfactory nature of the Works Council, resulted in the formation of several craft organizations.

In the fall of 1933, Local No. 494 of the I. B. E. W. attempted to establish an organization for the electrical workers at Allis-Chalmers. From the fall of 1933 to August 1, 1934 meetings were held among the Allis-Chalmers employees at which the attendance varied from three to 30. A charter for the Allis-Chalmers workers was obtained in August, 1934 and Local No. 663 of the I. B. E. W. was set up, with a charter group of 18 members. This nucleus grew to about 36 members. In order to encourage organization among the electrical workers, the practice was instituted of taking in "registrants"—men who were considered union men, but who had no rights with respect to the International organization, and who paid lower initiation fees and dues than the official members. Under this plan the Local took in "everyone from the sweeper to the foreman in the electrical department." About 400 or 500 registrants were taken in.

A year after Local 663 had been granted its charter, the "registrants" were given an official status with the International. A new charter was granted and Local No. 663-B was formed. Here, the former registrants became class B members, who paid lower dues than the class A members, and who, as a group, had one vote in the International body whereas each class A member was entitled to one vote. Although the class B membership consisted, in large part, of the mass production electrical workers, some skilled electricians, eligible to class A membership, became class B members, because of the lower dues.

The electrical workers, besides building their own organization, sought to unionize all the men in the plant by inducing them to join their respective craft unions. From the fall of 1933 through 1936, they sponsored mass meetings for the employees, supplied the speakers, paid for the hall and took care of all the arrangements. At one time, a Mr. MacLogan, a representative of the International, suggested that the electrical workers seek to obtain a separate agree-

ment and not concern themselves about organizing the rest of the plant. The men in the electrical union decided, however, that it was imperative that the other employees at Allis-Chalmers be unionized.

In the fall of 1935, a number of electric welders were members of Local No. 663-B. Upon objection from Mr. White, business agent of the Boilermakers, these men were turned over to the Boilermakers, where they were the main body of that organization. The electrical union appeared eager to have other unions formed in the plant.

By the end of 1935, most of the electrical workers in the plant were unionized. At this point, however, the peak of organization appeared to have been reached. Many men were being lost because of transfers out of the electrical departments. Many became disgruntled at paying dues without tangible results. There was talk of forming one union for the whole plant. The electrical union was facing a critical period during 1936.

The I. M. U. experienced two organizational spurts. A drive at about the time Local 663 of the I. B. E. W. was starting did not succeed in creating an effective organization because a separate charter for the Allis-Chalmers foundry employees could not be obtained. A later drive resulted in the acquisition of a charter in 1936. Over 1000 foundry employees are eligible to membership in the I. M. U. The greatest actual membership appears to have been about 125. During the period from July 26, 1935 to the fall of 1936 about 150 made application to join the I. M. U., but few of these applicants were initiated.

The I. A. M. did not succeed in creating an effective organization at the Allis-Chalmers plant. An unsuccessful strike in 1916 had discouraged craft organization among the machinists. Bolka, a machinist, testified that the 30 or 40 men from the tractor shop whom he had induced to join, had left the I. A. M. in 1935. Later, 150 out of 400 men in the detail shop joined. But in January 1936, out of a possible membership of 3500, the I. A. M. Local No. 66, which included the West Allis plant in its jurisdiction, had only 250 Allis-Chalmers members. And during the year, the membership decreased. In July, 1936, the Allis-Chalmers members numbered 225.

A federal union had been started in the fall of 1935. Local 20136 at the West Allis plant received a charter in December, 1935 from the American Federation of Labor. Under its constitutional jurisdiction, which was limited to employees not claimed by the various craft unions, only several hundred workers at the West Allis plant were eligible. About 10 employees formed the charter group, and this number increased to about 39 during the ensuing nine months.

During this period of craft and federal union organization, the Company had evinced a willingness to bargain with representatives of the employees, though it did not accord exclusive bargaining rights

to any group. In 1934, a proposed agreement had been jointly submitted to the Company by the I. B. E. W., Local No. 663, the International Brotherhood of Boilermakers and Ship Builders, Local No. 107, the International Molders Union, Local No. 125, the I. A. M., Local No. 66, the Pattern Makers' League of North America, the Brotherhood of Foundry Employees, Local No. 76, and the International Brotherhood of Blacksmiths, Drop Forgers and Helpers, Local No. 77. The provisions dealing with closed shop, seniority, promotions, grievances, etc. were to apply generally to all the crafts. And the wage clause provided a minimum of 85 cents per hour and a ten cent increase for all crafts, with the exception of foundry employees, who were to get a 60-cent minimum.

The Company, in December, 1934, issued a statement of policy under the National Industrial Recovery Act, revocable on 15 days' notice, in which it stated, inter alia, that it would bargain with the representatives of any of its employees. All provisions were to apply generally except that the maximum hours provided by the appropriate codes would be the hours of work at the plant.

On October 7, 1935, another proposed agreement was submitted to the Company. The letter accompanying the agreement was signed by "Allis-Chalmers A. F. of L. Unions-Negotiating Committee, Harold Christoffel, Acting Chairman." As in the first proposed agreement, the provisions were to apply generally to all crafts, except for foundry employees. On July 13, 1936 the Company issued "Rulings Relative to Company's Statement of Policy" which appeared to deal, in large part, with the August, 1935 proposals.

The impatience of the men with the absence of concrete results, and the fact that the various unions had reached a point at which they were either not making much headway or were undergoing a decline in membership, became a matter of grave concern to the craft leaders. They met during the late summer of 1936, and in the fall it was decided that an expansion of the jurisdictional limits of the Federal Union so as to admit the craft members was essential.

At a meeting of Local 125 of the I. M. U., a member started to discuss the question of joining the Federal Union. Larry Cullen, the business agent, objected that this would be a violation of the Constitution of the I. M. U. The meeting then unanimously decided to give up their charter, and the group went into the Federal Union. All but about fifty of Local 663-B of the I. B. E. W. decided to join the Federal Union. About 195 members of I. A. M. Local No. 66 went over to the Federal Union. In addition, many previously unorganized workers joined the Federal Union; 700 men from the foundries joined the Federal Local. From October 1936 until January 1937, the Federal Union grew until it had over 2000 members.

On October 15, 1936 Mr. Frank Morrison, Secretary-Treasurer of

the American Federation of Labor, sent a letter to Federal Local No. 20136 protesting against its practice of taking in members of the I. M. U. The reply set forth the asserted reasons for such expansion of jurisdiction at some length. More friction developed when the Milwaukee Metal Trades Council refused to seat the delegates sent by Federal Local No. 20136, and, on March 14, at a meeting of the Federal Local, it was decided to affiliate with the Committee for Industrial Organization and the membership of the Federal Local now became Local No. 248 of the United Automobile Workers of America. By May, 1937, the membership of Local No. 248 had grown to 7,000. Negotiations were entered into with the Company and the contract hereinbefore mentioned between Local No. 248 and the Company was signed on May 28, 1937.

VI. THE APPROPRIATE UNIT

Although about 50 per cent of the products produced by the Company are made on special order, the workers are engaged in typical mass production processes. The design for the product is conceived by the technical engineer. The draftsman puts the engineer's ideas on paper. The draftsman's product is then sent to the blue print department, where the blue prints are made. The pattern shop then makes the appropriate patterns, either in wood or in metal. From these, the castings are made in the foundries, and they are machined and assembled in the machine shops. In the paint shops, the product is either sprayed or hand-painted. It is then sent to the shipping department where it is either placed on freight cars or boxed. There are also electrical shops where the coils are wound and the yokes are stacked for the transformers, and where other steps are taken in the manufacture of the electrical products made by the Company. Throughout the plant, there is this continuous production process. This is true also in the various departments, where the work is highly specialized. Thus in the foundry, for example, there are molders, molders' helpers, cupola tenders, smelters, furnace men, chippers, steel workers, casting cleaners, gangway men, yardmen, cranemen, flash makers, blackeners, craters, sand cutters, shaker-outs, flask sorters, pattern carriers, slippers and shippers' helpers, cast iron and steel enamel workers, packers, operators of vertical drills, pattern sorters, grinders, mill men and welders. Each group has its distinct function. It is significant that in response to a request for information as to the number of employees in the various trades in the production departments, the Company presented a list which indicated that many employees in the various shops are not classified by the Company as belonging to the usual standard trade categories.

The integrated picture, in fine, is one of a large plant of the mass production type, in which there had been some joint bargaining by small craft groups—the terms of that bargaining having been general and for the most part applicable to other craftsmen in the plant as a whole. During the same period, there was an expansion of the jurisdiction of the electrical union to take in all of the electrical production workers in the plant. This tendency towards more inclusive organization then was manifested in the expansion of jurisdiction in the Federal Union so as to admit craft members, and finally in the success of the one plant-wide organization, Local No. 248.

Whatever the factors responsible for this growth of the all-inclusive type of employee organization may have been, the West Allis plant is, with the exception of certain craftsmen hereinafter discussed, today well organized on a plant-wide basis and the plant-wide organization has engaged in successful collective bargaining with the Company. Local No. 248 asserts, without substantial contradiction, that it represents over 7000 employees.

In this case, the weight of the factors arguing for recognition of the plant-wide unit would, at the least, seem to make it requisite upon the advocate of the smaller unit, after showing that his definition of the smaller unit is not an arbitrary one, to indicate that a reasonably large percentage of the workers in that smaller unit desire it, as opposed to the more inclusive unit.

Counsel for the A. F. of L. unions argues that there should be about 11 units at the Allis-Chalmers plant. As to six of these, the craft organizations which would normally represent the men did not intervene. The I. M. U. claims that all the foundry workers, from the molders down, who are employed in making castings, constitute a unit appropriate for the purposes of collective bargaining. The I. A. M. asserts jurisdiction over everyone working in the machine shops at the plant, including the assembly division, tractor division, and erection crews. The I. B. E. W. claims that there are two separate units of those doing electrical work, one consisting of the production electrical workers, and the other consisting of the 49 maintenance electricians. The Pattern League of America claims the pattern shop.

However, the business agent of the I. A. M. testified that out of a possible number of 3500 workers in the unit alleged to be appropriate by the I. A. M., his organization did not represent more than 50. The president of the I. B. E. W. Local stated that he did not know of any members that Local No. 663 had in the electrical production departments. It does have some 27 maintenance electricians and 11 helpers in the maintenance department. The business agent of the I. M. U. stated that his organization, at the time of the growth of the Federal Union, lost practically all of its membership except a few

who had earned the right to high insurance benefits, and conceded that his organization had nowhere near a majority among the molders. Other evidence indicates that its membership is not substantial. The claim of Local No. 248 to an overwhelming majority of the pattern makers is uncontradicted.

It is evident that if a union were to petition for an investigation of representatives and its petition indicated that its numerical strength was no greater than that shown here by the Pattern League, the I. M. U., the I. A. M., and the I. B. E. W. with respect to the electrical production workers, the Board would consider it unnecessary to order the investigation. And similarly, an election among the electrical production workers, among those claimed by the machinists' union, among the pattern makers, and among the employees in the foundries, to determine the desires of these men as to unit is unnecessary and would cause unwarranted confusion. Upon the showing made at the hearing, the result of such elections would be a foregone conclusion.

As to the maintenance electricians, however, the I. B. E. W. has made a substantial showing. These men who are engaged in maintenance work are the skilled electricians. Their relationship to the electrical production workers is no closer than their relationship to the other production workers in the plant. The maintenance electricians first organized Local No. 663. The I. B. E. W. claims to represent not only a reasonably large proportion of this well-defined group that for the greater part of the last four years has remained in its organization, but a majority. The Board will order an election among the maintenance electricians to determine whether they desire to be represented by the I. B. E. W. Local No. 663 or by the U. A. W. A. Local No. 248 or by neither.

The Firemen and Oilers came on the scene after the Federal Union had expanded its jurisdiction. Organization meetings among Allis-Chalmers employees were held in January and February, 1937, and the I. B. F. O. approached the Company as a majority representative on March 10, 1937. After a period of negotiation, the contract between the I. B. F. O. and the Company was entered into on June 28, 1937.

The contract is for the following employees in the main power house of the Company: the operating engineer in charge, the operating engineer in the basement, the operating engineers, the head fireman in charge, the head firemen, the assistant operating engineers, the firemen, the oilers, the boiler washers, the coal dock operator, the coal dock man, and the ashman. There are 41 men in these classifications. There are also about 15 men who operate the boilers in the forge shop. These 15 fit into some of the above classifications, and although several of the employees in the main power house testified

that they thought the main power house and the power plant for the forge shop should be considered as two different units, Mr. Willard Davis, the business agent of the I. B. F. O., stated that the jobs were comparable and that these men should all be in the same group. The possible basis of separation in the fact that the two power plants are in different parts of the West Allis plant and that the boilers in the main power house are stoker fired whereas the boilers in the forge shop are hand fired, is not persuasive. The main power house and the boiler department of the forge shop should be considered together.

In the main power house there are also about 20 maintenance employees among whom there are a boilermaker, machinist, steamfitter, and their helpers. These men do work in the main power house, and in the forge shop. The nature of their work indicates, however, that they are not to be classified with those who operate the boilers. They are not eligible to Local 125 of the I. B. F. O. Besides, these maintenance men work the same hours as the men in the production departments of the shop whereas the operating group, except for the coalmen and ashmen, work on a different hourly basis.

The I. B. F. O. claims to represent about 38 of the group, all of its membership being in the main power house. An election will be held among the groups mentioned above in the main power house and in the forge shop to determine whether they desire to be represented by the I. B. F. O. Local No. 125 or by the U. A. W. A. Local No. 248 or by neither.

The Association desires to represent the technical engineers in non-supervisory positions and the draftsmen in the West Allis plant. The Association was formed in the spring of 1935, after there had been an unsuccessful attempt to start a local of the Technical Engineers, Architects, and Draftsmen's Union, an American Federation of Labor affiliate. From November 4, 1935 on, the Association has engaged in collective bargaining with the Company through an "adjustment committee" that functioned as a bargaining committee. Various individual and group grievances were brought to the attention of the Company, and, although the Company at no time acknowledged that they were taking cognizance of these grievances as a result of a bargaining process, the matters complained of were remedied by the Company. The contract between the Association and the Company appears to have eliminated a major grievance, that of classification of the draftsmen. Previously draftsmen had been hired at a low rate and assigned to the most skilled type of work of which they were capable. As a result, men doing the same type of work were receiving greatly varying rates of pay. The classifications agreed upon in the Association's contract provides for definite rates of pay for the various types of work. This was a tremendous gain for the

draftsmen. Significantly, the Association had started bargaining for these classifications before the C. I. O. had begun negotiations for its contract.

The contract of Local 248 did not cover salaried office employees or men receiving over \$180 per month. Many draftsmen are on salary and many receive a wage rate greater than \$180 per month.

The engineers and draftsmen were not members of the Works Council. At the time of the rapid growth of the Federal Union, Harold Christoffel, president of the Federal Local, invited the members of the Association to join, but they did not.

Besides this history of a continued craft form of organization, remaining unchanged in the face of the strong movement towards plant-wide organization which was taking place at the plant, and a history of comparatively successful bargaining, other factors militate against the inclusion of the draftsmen and technical engineers in the wider unit. Because the codes of ethics of various draftsmen's societies provide that the draftsman is to consider himself impartial as between capital and labor, some of the draftsmen are strongly opposed to joining with the shop production workers for purposes of collective bargaining.

The description of the work of the various classes of draftsmen indicates that they must be acquainted with shop production processes and the evidence indicates that at times they are called into the shop when things are not going smoothly as the product for which they have made the drawings is actually being constructed. But the Company has always considered the draftsmen and engineers as part of the office rather than part of the shop. Draftsmen often have to discuss designs with customers and have to make the drawings, in many instances, ahead of the customer's order. When there is a slack season in the shop, the draftsmen are kept busy making drawings with which the Company attempts to get new orders.

Throughout the last two decades, the type of machinery has, of course, changed tremendously, but the draftsman's art has remained much the same. Although the draftsmen may be made to specialize with regard to the various products manufactured by the Company, they still are responsible for the completed drawing. And much of the Company's business consists of production of products according to specifications supplied by the customer; the draftsman must, as a consequence, have more than a routinized skill. A draftsman must undergo a longer period of training than the production worker in the shops. The various classifications of draftsmen appear to be successive stages of advancement for the draftsman as he acquires a greater skill. There is a three year apprenticeship course for the draftsman. The Company has a teacher at the plant for that purpose. It was

stated that about the same amount of time is required to go from one classification to another.

The Association contends that in the drafting rooms, only the draftsmen should be considered and that the specification clerks and the filing clerks be excluded, though the Association has bargained for them and though a witness for the Association indicated that the draftsmen knew the work of these men well enough to be able to represent them adequately. The former group takes the drawings after the draftsmen have completed them, and prepares a list of materials in a typewritten form so that they can be mimeographed or hectographed for shop purposes. The specification clerk must be able to read drawings. The filing clerks in the drafting rooms file the blueprints. Neither of these classes is so allied with the draftsmen as to require their being grouped together with draftsmen.

There are about 238 draftsmen in the plant. The Association claims that it represents 137 draftsmen.² There are approximately 150 technical engineers in non-supervisory capacities. Of these, the Association has only two enrolled as members. The Association has stated that many technical engineers have been afraid to join because such action will be frowned upon by the Company. Local No. 248 shows no substantial membership among either the draftsmen or the engineers.

The Company has considered the draftsmen and technical engineers as one unit. The working conditions and the hours are the same. The engineers work about 10 or 20 feet from the draftsmen, in the same room or across the hall. Both are subject to the authority of the manager of the department. Both the drafting and engineering are divided so as to correspond to the different main divisions of work of the Company. Thus there is an electrical department, a steam turbine department, a turboblower department, a tex-rope department, and other divisions of draftsmen and engineers. Both the draftsmen and engineers are together with the office employees.

Their functions are closely allied. The engineer goes through specifications, studies their feasibility and makes certain theoretical calculations. He then conveys his information to the draftsman. The designer collaborates and works together with the engineer and eventually makes the appropriate drawing.

From the foregoing facts it seems clear that the technical engineers in non-supervisory capacities and the draftsmen should be considered together as one unit.

Local No. 248 wants to include the office workers with the other workers in the plant. It has failed, however, to adduce sufficient evi-

² Three draftsmen who have left the Company have retained their membership in the Association. They will not be considered a part of the draftsmen's group.

dence to support its position. In the absence of such evidence, the clear difference in function and the usual difference in the problems faced by each group, not shown to be otherwise in the instant case, would appear to be controlling.

In view of all the afore-mentioned facts and in order to insure to the draftsmen and technical engineers at the West Allis plant of the Company the full benefit of their right to self-organization and to collective bargaining, and otherwise to effectuate the policies of the Act, we find that the draftsmen and the technical engineers in non-supervisory capacities at the West Allis plant of the Company, constitute a unit appropriate for the purposes of collective bargaining.

As to other production employees, the Board finds, from the facts set forth above, and from the whole record, that they may be considered together as one unit, or that units may be made of the firemen and oilers, of the maintenance electricians, and of all the production workers excluding draftsmen, technical engineers, maintenance electricians and firemen and oilers. The determining factor shall be the desires of the men themselves.

An election will therefore be ordered among the maintenance electricians to determine whether they desire to be represented by the I. B. E. W. Local No. 663, by Local No. 248 or by neither. If Local No. 248 is accorded a majority, the maintenance electricians will be considered as constituting, together with the other production workers, a single unit. If the I. B. E. W. Local No. 663 is accorded a majority, the maintenance electricians will be considered as constituting a separate unit.

An election will be ordered among the operating engineer in charge, the operating engineer in the basement, the operating engineers, the head firemen in charge, the head firemen, the assistant operating engineers, the firemen, the oilers, the boiler washers, the coal dock operator, the coal dock man, and the ashman, in the main power house and in the boiler rooms of the forge department, to determine whether they desire to be represented by the I. B. F. O. Local No. 125 or by the U. A. W. A. Local No. 248 or by neither. If Local No. 248 is accorded a majority, these groups will be considered as constituting, together with the other production workers, a single unit. If the I. B. F. O. Local No. 125 is accorded a majority, these groups will be considered as constituting a separate unit.

An election will be ordered among all other production employees to determine whether or not they desire to be represented by Local No. 248.

CONCLUSIONS OF LAW

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

1. A question affecting commerce has arisen concerning the representation of employees of the West Allis, Wisconsin, plant of the Allis-Chalmers Manufacturing Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the National Labor Relations Act.

2. The technical engineers in non-supervisory capacities and the draftsmen constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

DIRECTION OF ELECTION

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

DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for collective bargaining with the Allis-Chalmers Manufacturing Company, of West Allis, Wisconsin, an election by secret ballot shall be conducted within thirty (30) days from the date of this Direction under the direction and supervision of the Regional Director for the Twelfth Region, acting in this matter as agent for the National Labor Relations Board and subject to Article III, Section 9, of said Rules and Regulations,

1. Among the technical engineers in non-supervisory capacities and the draftsmen, who were employed by the Company during the week including the date of this Direction, to determine whether they desire to be represented by the Independent Engineers' and Draftsmen's Association, or by Local No. 248, International Union, United Automobile Workers of America, affiliated with the Committee for Industrial Organization, for the purposes of collective bargaining, or by neither;

2. Among the maintenance electricians who were employed by the Company during the week including the date of this Direction, to determine whether they desire to be represented by Local No. 248, International Union, United Automobile Workers of America, affiliated with the Committee for Industrial Organization, or by Local No. 663 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor, for the purposes of collective bargaining, or by neither;

3. Among the operating engineer in charge, the operating engineer in the basement, the operating engineers, the head fireman in charge, the head fireman, the assistant operating engineers, the firemen, the oilers, the boiler washers, the coal dock operators, the coal dock man

and the ashman, in the main power house and in the boiler rooms of the forge department, who were employed by the Company during the week including the date of this Direction, to determine whether they desire to be represented by Local No. 248, International Union, United Automobile Workers of America, affiliated with the Committee for Industrial Organization, or by Local No. 125 of the International Brotherhood of Firemen and Oilers, affiliated with the American Federation of Labor, for the purposes of collective bargaining, or by neither;

4. Among all the production employees who were employed by the Company during the week including the date of this Direction, excluding those in supervisory capacities and clerical workers, and excluding the employees in the groups named in Paragraphs 1, 2, and 3 above, to determine whether or not they desire to be represented by Local No. 248, International Union, United Automobile Workers of America, affiliated with the Committee for Industrial Organization, for the purposes of collective bargaining.

MR. EDWIN S. SMITH, dissenting:

I cannot concur in this decision, because, under all the circumstances, I feel the Board is here abandoning its necessary judicial function under the Act of making a reasonable determination of the appropriate bargaining unit in accordance with the facts of the particular case.

The decision vests in the hands of a small group of employees the choice of determining whether in this mass-production plant, employing nearly 10,000 workers, a complete industrial unit, or one from which one or more crafts have been severed, is most appropriate to promote collective bargaining. By this pseudo-democratic method a determination of the greatest consequence to the other employees in the plant is left in the hands of groups known to be hostile to industrial organization. The wishes of the great majority of the employees are ignored. The device of holding such an election to resolve the conflict between industrial union adherents and craft conscious groups, as here represented by the oilers and firemen, is obviously inadequate to throw any light on the problem of what is the most appropriate bargaining unit. Permitting minorities to set themselves off, as all the indications are they would do in this instance, succeeds in providing full self-determination for the minority but only at the expense of entirely disregarding the interests of the majority.

The statute states that the Board shall decide in each case the appropriate bargaining unit "in order to insure to employees the full benefit of their right to self-organization and to collective bargaining and to otherwise effectuate the policies of this Act." Among other things, the policies of the Act are clearly aimed at establishing

that form of collective bargaining which will be most likely to lead to industrial stability and peace. Having in mind the broad purposes of the Act, the appropriate unit in this, as in other cases, must be decided on the particular facts presented.

Aside from separate bargaining by organized craft groups for a short time many years ago, the whole recent and significant history of sentiment regarding collective bargaining in the Allis-Chalmers plant points to the emergence of the industrial type union as the choice of the overwhelming mass of the employees. This strongly-marked tendency developed before the entrance of the C. I. O. union into the picture. The craft unions beginning in 1934 had attempted to extend themselves industrially, notably the electricians and the machinists. Finally, with the expansion of the jurisdiction of the Federal Labor Union, affiliated with the American Federation of Labor, craft sentiment all but disappeared from the plant, a handful of electricians and other skilled workers being left to hold the craft banner aloft. Thereafter, the oilers and firemen, a petitioning group here, did separate themselves out from the mass of the employees and have maintained since then, even after the impetus to organization given by the C. I. O., a definite craft outlook as regards their own interest in collective bargaining.

The reasons for this attitude can be found in the testimony by witnesses for the oilers and firemen. The workers who compose this group form the great majority of the plant's two power houses. This gives them in their separate craft union a strike weapon of great potential force. Without doubt, the employer's *pro tem* recognition of the oilers and firemen in its existing contract was conditioned by the threat of economic power inherent in their separate form of organization. It is obvious that a group capable, by strike action, of shutting down completely a large manufacturing plant would be of the greatest assistance to the great mass of the employees in their bargaining efforts. Conversely, by remaining aloof from the general picture of collective bargaining, by not identifying the interests of its members with the great majority of the employees, this particular craft group could, in its own interest, take action which would throw thousands of persons out of work and hamper greatly the attempt of the majority to achieve stable employment under collective bargaining. Again, if the interests of the craft group and the industrial group are not welded in the collective bargaining process, it might well happen that if the major group sought to exercise economic pressure by means of strike, this minority group, through its ability to keep power flowing in the plant by abstaining from strike, would tend to weaken joint action.

One does not need to anticipate the situation that might develop during strikes in order to see the inappropriateness for collective

bargaining purposes of small but powerful craft units coexisting with a broad industrial unit. The economic strength which its strategic position in the plant gives to the oilers and firemen could, if the unit were completely industrial, be exercised not only in the interest of its own members but would be added to the bargaining strength of the other employees. If the oilers and firemen and the skilled maintenance electricians bargain separately, by so much is the united economic strength of the employees as a whole weakened. Anything which weakens the bargaining power of the employees will tend to lessen reliance upon peaceful collective bargaining as the means for achieving the workers' economic ends. Such a tendency is plainly contrary to the purposes of the Act.

I have dwelt chiefly on the bargaining situation as it may be affected by the role which will be played by oilers and firemen under the Board's decision. The reasons which I would urge against permitting the maintenance electricians to vote their bargaining strength away from the rest of the employees are similar.

The draftsmen and technical engineers are a naturally separate white collar group whose semi-professional interests may very probably best be served by a different type of union than that suited to the production and maintenance employees. Nor would the economic strength of these draftsmen and technical engineers contribute materially to the welfare of their fellow employees if they were added to the industrial unit. I concur with my colleagues in their decision that the draftsmen and technical engineers should appropriately be set apart as a separate bargaining unit.

[SAME TITLE]

AMENDMENT TO DIRECTION OF ELECTION

December 9, 1937

On November 20, 1937, the National Labor Relations Board, herein called the Board, issued a Decision and Direction of Election in the above-entitled case, the election to be held within thirty days from the date of the Direction, under the direction and supervision of the Regional Director for the Twelfth Region (Milwaukee, Wisconsin). The Board, having been advised by the Regional Director for the Twelfth Region that a longer period within which to hold the election is necessary, hereby amends the Direction of Election issued on November 20, 1937, by striking therefrom, wherever they occur, the words, "within thirty (30) days from the date of this Direction", and substituting therefor the words "on or before January 8, 1938".

[SAME TITLE]

SECOND AMENDMENT
TO
DIRECTION OF ELECTION

December 22, 1937

On November 20, 1936, the National Labor Relations Board, herein called the Board, issued a Decision and Direction of Election in the above entitled case, such election to be held under the direction and supervision of the Regional Director for the Twelfth Region (Milwaukee, Wisconsin). On December 9, 1937, the Board issued an Amendment to the Direction of Election which directed an election to be held on or before January 8, 1938.

The Board, having been advised by Local No. 248 that the Direction of Election inadvertently excludes the clerks in the production departments of the Company, hereby amends the Direction of Election and the Amendment to Direction of Election by striking from the Direction of Election the Paragraph numbered 4 and substituting therefor the following:

4. Among all the production employees, including the clerks in the production departments with the exception of the efficiency experts and the time study employees in the main shop production office, who were employed by the Company during the week including the date of this Direction, excluding those in supervisory capacities, and excluding the employees in the groups named in Paragraphs 1, 2, and 3 above, to determine whether or not they desire to be represented by Local No. 248, International Union, United Automobile Workers of America, affiliated with the Committee for Industrial Organization, for the purposes of collective bargaining.

Mr. EDWIN S. SMITH took no part in the consideration of the above Second Amendment to Direction of Election.