

In the Matter of UNION IRON AND STEEL COMPANY *and* SHOPMEN'S UNION, LOCAL NO. 509, INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL & ORNAMENTAL IRON WORKERS, A. F. OF L.

Case No. 21-R-2071.—Decided October 23, 1943

Mr. Harry M. Hunt, of Pasadena, Calif., for the Company.

Mr. G. J. Sliney and *Mr. Oliver C. King*, of Los Angeles, Calif., for the Iron Workers.

Mr. Fred J. Hart, of Maywood, Calif., for the U. S. A.

Mr. Louis Cokin, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by Shopmen's Union, Local No. 509, International Association of Bridge, Structural & Ornamental Iron Workers, A. F. of L., herein called the Iron Workers, alleging that a question affecting commerce had arisen concerning the representation of employees of Union Iron and Steel Company, Los Angeles, California, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Richard A. Perkins, Trial Examiner. Said hearing was held at Los Angeles, California, on October 1, 1943. At the commencement of the hearing the Trial Examiner granted a motion of United Steelworkers of America, Local Union 2018, C. I. O., herein called the U. S. A., to intervene. The Company, the Iron Workers, and the U. S. A. appeared at and participated in the hearing and all parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded opportunity to file briefs with the Board.

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

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FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Union Iron and Steel Company is a partnership engaged in the fabrication and erection of structural steel and steel plate work at Los Angeles, California. During 1942 the Company purchased materials and supplies valued at about \$300,000, approximately 50 percent of which was shipped to it from points outside the State of California. During 1942 the Company's sales exceeded \$1,000,000, all of which was for products installed in various manufacturing plants situated in southern California. The Company's principal customers during 1942 were Kaiser Company, Inc., Shell Oil Company, Standard Oil Company, Aluminum Company of America, Douglas Aircraft Company, Lockheed Aircraft Company, and California Shipbuilding Corporation. We find, contrary to its contention, that the Company is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

The Shopmen's Union, Local No. 509, International Association of Bridge, Structural & Ornamental Iron Workers, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

United Steelworkers of America, Local Union 2018, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On June 14, 1943, the Iron Workers requested recognition of the Company as exclusive collective bargaining representative of the Company's employees. The Company refused this request.

On August 9, 1941, the Company and the U. S. A. entered into an exclusive collective bargaining contract. The contract provides that it shall remain in effect until August 9, 1942, and from year to year thereafter unless notice of desire to terminate is given by either party thereto not less than 6 weeks prior to any annual expiration date. Inasmuch as the Iron Workers made its claim upon the Company prior to June 28, 1943, the date upon which the contract would have automatically renewed itself for another year, we find that the contract does not constitute a bar to a determination of representatives, at this time.

A statement of a Field Examiner of the Board, introduced into evidence at the hearing, indicates that the Iron Workers and the U. S. A. each represents a substantial number of employees in the unit hereinafter found to be appropriate.¹

We find that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the National Labor Relations Act.

IV. THE APPROPRIATE UNIT

We find, in agreement with a stipulation of the parties, that all production and maintenance employees of the Company, including blacksmiths, blacksmiths' helpers, blueprinters, buckers, 1st, 2nd, and 3rd class burners, checkers, crane operators, cutting yard material men, electricians, expeditors, fitters' helpers, 1st, 2nd, and 3rd class fitters, handymen, rivet heaters, 1st and 2nd class helpers, hook tenders, laborers, 1st, 2nd, and 3rd class layerouts, machine operator-handymen, machinists 1st class, machinists' helpers, painters, plate-roll men, spacer punch men, swing punch men, detail punch men, riveters, shipping clerk tool-room clerks, truck Whirley operators, certified welders, 1st and 2nd class welders, and watchmen, but excluding office workers and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect change in the status of employees, or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.²

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by means of an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

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, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 2, as amended, it is hereby

¹ The Field Examiner reported that the Iron Workers presented 25 authorization cards bearing apparently genuine signatures of persons whose names appear on the Company's pay roll of August 16, 1943. He further reported that the U. S. A. presented 30 membership application cards bearing apparently genuine signatures of persons whose names appear on that pay roll. There are approximately 71 employees in the appropriate unit.

² This is substantially the same unit that is provided for in the contract between the U. S. A. and the Company.

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Union Iron and Steel Company, Los Angeles, California, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Twenty-first Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding any who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether they desire to be represented by Shopmen's Union, Local No. 509, International Association of Bridge, Structural & Ornamental Iron Workers, affiliated with the American Federation of Labor, or by United Steelworkers of America, Local Union 2018, affiliated with the Congress of Industrial Organizations, for the purposes of collective bargaining or by neither.

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Direction of Election.