

IN the Matter of R. J. REYNOLDS TOBACCO COMPANY *and* TOBACCO WORKERS ORGANIZING COMMITTEE, UNITED CANNERY, AGRICULTURAL, PACKING AND ALLIED WORKERS OF AMERICA, CIO

*Case No. 5-R-1356.—Decided October 13, 1943*

*Mr. Earle K. Shawe*, for the Board.

*Messrs. M. W. Braswell and W. P. Sandridge*, of Winston-Salem, N. C., for the Company.

*Leider, Witt and Cammer*, by *Mr. Harold R. Cammer*, of New York City; *Mr. Harold Lane*, of Philadelphia, Pa., and *Mr. Frank Hargrove*, of Winston-Salem, N. C., for the C. I. O.

*Mr. H. Brice Parker*, of Winston-Salem, N. C., for the "Neither Group."

*Mrs. Augusta Spaulding*, of counsel to the Board.

DECISION  
AND  
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by Tobacco Workers Organizing Committee, United Cannery, Agricultural, Packing and Allied Workers of America, C. I. O., herein called the C. I. O., alleging that a question affecting commerce had arisen concerning the representation of employees of R. J. Reynolds Tobacco Company, Winston-Salem, North Carolina, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before William Strong, Trial Examiner. Said hearing was held at Winston-Salem, North Carolina, on September 17 and 18, 1943. The Board, the Company, and the C. I. O. appeared and participated.<sup>1</sup> A group of employees who had voted "neither" in the consent election, to which reference is made below, herein called the Neither Group, appeared and read into the record a petition allegedly signed by 3,318

<sup>1</sup> Representatives of Tobacco Workers International Union, affiliated with the American Federation of Labor, herein called the A. F. of L., also served with notice, appeared at the hearing to state that the A. F. of L. had no present interest in the representation of the Company's employees, that the A. F. of L. did not desire to participate in the proceeding, and that, if the Board ordered an election, the A. F. of L. did not wish to appear on the ballot.

employees of the Company, requesting the Board to find that the units proposed by the Company and set forth in the consent election agreement were appropriate bargaining units and to permit employees to vote against any bargaining representative in any election directed by the Board. For reasons which appear in Section IV, below, the first request is denied. The second request is in accordance with our usual practice and is granted. During the course of the hearing the Company moved that the proceeding be dismissed on the ground that a prior petition filed by the C. I. O. was still pending and constituted a bar to this proceeding. For reasons which appear in Section III, below, the motion is denied. 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 an opportunity to file briefs with the Board.

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

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE COMPANY

R. J. Reynolds Tobacco Company is engaged in the business of manufacturing and selling cigarettes and smoking and chewing tobacco. At Winston-Salem, North Carolina, the Company operates leaf handling and redrying plants, 3 cigarette factories, and 3 smoking and chewing tobacco factories.<sup>2</sup> The principal raw materials used by the Company are leaf tobacco, casing materials, and wrapping materials. During 1942 the value of leaf tobacco used by the Company exceeded 50 million dollars, the value of casing materials 2 million dollars, and the value of wrapping materials 10 million dollars. The Company purchased its leaf tobaccos in North Carolina, South Carolina, Georgia, Tennessee, Virginia, Kentucky, and Maryland, and imported some tobacco from foreign countries. The casing and wrapping materials were purchased by the Company from supply houses located in various States of the United States and in foreign countries. Approximately 72 percent of all raw materials used by the Company in 1942 was purchased outside North Carolina. During the same period sales of the Company's finished products, including revenue stamps, exceeded 200 million dollars. Approximately 98 percent of these products was shipped and sold to points outside North

<sup>2</sup> In addition to its plant at Winston-Salem, the Company has leaf handling and redrying plants at Danville and South Boston, Virginia, and at Louisville, Lexington, and Maysville, Kentucky. The Company's plant at Winston-Salem is the only operation of the Company directly concerned in this proceeding.

Carolina. During the same period the Company expended for advertising purposes in excess of 10 million dollars.

The Company admits that it is engaged in commerce, within the meaning of the National Labor Relations Act.

## II. THE ORGANIZATION INVOLVED

Tobacco Workers Organizing Committee, United Cannery, Agricultural, Packing and Allied Workers of America, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

## III. THE QUESTION CONCERNING REPRESENTATION

In June 1943 the C. I. O. asked the Company for recognition as exclusive bargaining representative of the Company's employees at Winston-Salem. The Company refused the request of the C. I. O., questioning the appropriateness of the proposed plant unit and the majority representation of the C. I. O. among the employees concerned. At the hearing in the instant proceeding the Company reiterated its refusal to recognize the C. I. O., admitting that at no intervening time upon request would it have recognized the C. I. O. as bargaining agent of these employees.

On June 17, 1943, employees of the Company engaged in a work stoppage to secure the adjustment of certain grievances against the Company. The work stoppage began among employees in the leaf processing departments. Within a few days, all the Company's operations at Winston-Salem came to a standstill. The C. I. O. called upon the United States Conciliation Service to intervene, and urged the Company's employees to return to work and to submit their grievances to the orderly procedures provided by law. A conciliator arrived at Winston-Salem. He assisted in effecting a return to work of the Company's employees on June 23, and arranged for conferences between the Company and its employees. The Company refused to meet with any union representative on their behalf. A committee of employees met with the Company and thereafter disposed of some of the grievances which had caused the work stoppage.

On June 23, 1943, the C. I. O. filed a petition for investigation and certification of representatives in Case No. 5-R-1308. In its petition the C. I. O. alleged that all production and maintenance employees of the Company, excluding supervisory and office employees, constituted an appropriate bargaining unit. On July 2 and twice thereafter, representatives of the C. I. O., the Company, and A. F. of L. met with Albert Lohm, a Field Examiner attached to the Board's Regional Office, in reference to the C. I. O.'s petition. The Company, the A. F. of L., and the C. I. O. disagreed with respect to the scope

of the bargaining unit and the appropriate date for holding an election. The C. I. O. desired a plant-wide unit. The Company insisted upon two units, alleging that leaf processing employees and manufacturing employees should not be included in the same bargaining unit. The A. F. of L. desired four units. The C. I. O. pressed for an earlier election than either the Company or the A. F. of L. favored. The C. I. O. representatives discussed the time element with Field Examiner Lohm, who advised them that a determination of the unit and other issues by the Board through the ordinary formal processes might take from 6 to 8 months;<sup>3</sup> and that an election could be held more promptly if the C. I. O. would consent to proceed on the basis of the Company's proposed units. Employees were threatening a second work stoppage unless immediate attention were given to certain grievances. In the interest of an immediate election, and in view of possible delays if the ordinary formal procedures were followed, the C. I. O. agreed to accept the voting units proposed by the Company.<sup>4</sup> On July 17, 1943, the Company, the C. I. O., and the A. F. of L. entered into an agreement for a consent election. On August 3 and 4, 1943, pursuant to the agreement, the Regional Director held an election among the Company's employees in the two groups proposed by the Company, called Unit No. 1 and Unit No. 2, respectively. The C. I. O. received a majority of votes cast by employees in Unit No. 1, but a plurality of votes in Unit No. 2 were cast for "neither." On August 6, 7, and 8, the Company, the A. F. of L., and the C. I. O., respectively, filed objections to the conduct of the election. The Company's objections were based on some publicity given by the A. F. of L. and the C. I. O. to a telegram sent by the Regional Director to the Company on July 28, 1943, advising the Company that the publication of certain notices by the Company was in violation of the Regional Director's instructions and of the Act. The Company alleged that this publicity affected the results of the voting in both units and that due to the misrepresentations made by the competing labor organizations many employees in each group who might have voted for "neither" were influenced to do otherwise. The Regional Director found no merit in the Company's objections and overruled them. The C. I. O. and the A. F. of L. each alleged that the Company had interfered with the conduct of the election. The consent election

<sup>3</sup> In its motion to reopen, the Company contended that if Field Examiner Lohm were to testify, he would deny that he made a representation as claimed by the C. I. O. Even assuming that he made no such representation, our decision would not be otherwise. We therefore denied the motion.

<sup>4</sup> These findings are based on the uncontradicted testimony of a witness called by the C. I. O. The Company desires that the Board reopen the record and take further testimony with respect to the information and advice given to the C. I. O. by Field Examiner Lohm. We find that the C. I. O. acted upon its understanding of Lohm's advice and experience in representation cases and that further evidence on the matter is unnecessary in resolving the present issues.

agreement provided for a run-off election under the currently established practice and procedure of the Board with respect to run-off elections. In the absence of objections, the results of the election among employees voting in Unit No. 2 would have empowered the Regional Director to hold a run-off election forthwith. Since it appeared that all parties who had entered into the consent election agreement were unanimous in protesting the conduct of the election and its results, the Regional Director found that the purpose of the consent election agreement had failed and that the resolution of the issues involved therein had not been achieved. The Regional Director deemed it unwise to proceed further in carrying out the terms of the consent election agreement. Under these circumstances, the Regional Director, without ruling on the validity of the objections filed by the A. F. of L. and the C. I. O., set aside entirely the results of the election and voided the election.

On August 9, 1943, the day after the C. I. O. filed its objections to the conduct of the election, but prior to the issuance of the Regional Director's report thereon, the C. I. O. filed a new petition, the petition in the instant proceeding. The Company contends that the present proceedings should be dismissed on the ground that the prior petition in Case No. 5-R-1308 is still pending in the Regional Office, that the consent election agreement has not been fully carried out, and that this prior petition constitutes a bar to the petition filed herein. We find no merit in this contention. We believe that the C. I. O. entered into the consent election agreement in good faith as a compromise, believing that the normal Board procedure would require a longer delay than was consistent with the need of the employees involved for immediate representation; that the consent election agreement failed to effectuate the purposes of the parties; and that the instant petition was properly filed to bring before the Board the appropriateness of the unit which the C. I. O. has consistently alleged to be the appropriate bargaining unit. Under these circumstances, we find that the former petition, the consent election agreement, and the election held pursuant thereto do not constitute a bar to the petition filed in the instant proceeding.<sup>5</sup>

The Regional Director's report on the results of the consent election received into evidence at the hearing indicates that the C. I. O. represents a substantial number of employees in the unit herein found appropriate.<sup>6</sup>

<sup>5</sup> Cf. *Matter of Victor Chemical Works*, 52 N. L. R. B 194

<sup>6</sup> Employees in the consent election voted in two groups called Unit No. 1 and Unit No. 2. Of 3,883 ballots cast by employees in Unit No. 1, 3,598 ballots were cast for the C. I. O. Of 5,865 ballots cast by employees in Unit No. 2, 2,829 ballots were cast for the C. I. O. Of 9,748 total ballots cast in the consent election, 6,427 ballots were cast for the C. I. O. There are approximately 12,000 employees in the appropriate bargaining unit.

We find that the question 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 Act.

#### IV. THE APPROPRIATE UNIT.

The C. I. O. contends that production and maintenance employees of the Company at Winston-Salem constitute a single appropriate bargaining unit. The Company contends that production employees engaged in leaf handling operations, including maintenance employees, and production employees engaged in manufacturing and packing operations, including shipping and maintenance employees, constitute, respectively, separate appropriate units.<sup>7</sup>

The tobacco industry includes two main processes, (1) the stemming and cleaning of the tobacco leaf for manufacturing purposes and (2) the particular processing of the leaf and its manufacture and wrapping for various commercial uses. Some tobacco concerns confine themselves to one or the other of these operations. Some tobacco concerns purchase the tobacco leaf and stem and clean it for sale to manufacturing houses in the form of tobacco strips. Other tobacco concerns buy tobacco in the form of tobacco strips and confine their operations to tobacco manufacture for commercial use. The Company's operations at Winston-Salem include both branches of the tobacco industry.<sup>8</sup>

The Company buys tobacco in the leaf and stores it in warehouses for later use. The tobacco as needed is brought from the Company's warehouses by truck to sweat houses where it is moistened for processing. The tobacco is then moved to stemming rooms where, largely by machine process, it is again moistened and the center rib of the tobacco leaf is removed. The tobacco then passes into a searching room, where pieces of stem and foreign matter are removed from the tobacco. These preliminary operations complete what the Company calls the prefabricating processes. The tobacco strips are then ready for manufacture. Tobacco strip is then forwarded to the several manufacturing departments where it is made up into cigarettes, smoking tobacco, and chewing tobacco.

The Company's cigarette department is its largest manufacturing division. Tobacco for cigarettes passes through certain processing operations where it is successively treated with casing materials and dried, treated again with casing materials, cut, and dried, and delivered to cigarette-making machines, which make the cut tobacco into finished

<sup>7</sup> The Company and the C. I. O. agree that office and supervisory employees should be excluded from the bargaining unit or units including production and maintenance employees.

<sup>8</sup> The Company purchases from other concerns about one-tenth of the strip tobacco used in its several manufacturing processes.

cigarettes. The cigarettes are delivered to packing machines where the cigarettes are counted, pouches made, a revenue stamp affixed, a cellophane wrapping applied to the pouches, and the packages placed in cartons. The cartons are packed into shipping cases, and the shipping cases are sealed and delivered to the shipping department. Tobacco for chewing is received in that department, casing materials are added, and the tobacco, dried and cut, is transferred to a machine room where it is formed into plugs. The tobacco first is formed into a "lump." The lump is wrapped in a leaf of tobacco, dried, and then passed into the prize rooms, where the plug is shaped and completed under hydraulic pressure. From the prize rooms the plugs pass to the wrapping department, where a revenue stamp is affixed and the plugs wrapped in cellophane and placed in cartons. The cartons are sealed and packed in shipping cases and then dispatched to the shipping department. Tobacco for smoking is forwarded to the smoking department where casing materials are added and the tobacco dried and cut for smoking purposes. The machines measure out portions of tobacco and wrap the portions into a package, affix a revenue stamp, and wrap each package in cellophane. The packages are then packed into cartons, the cartons into shipping cases, and the shipping cases sealed and forwarded to the shipping department.

In each of the manufacturing divisions of the plant there are thus various particular functions and subsidiary operations, each peculiar to a specific product but identical with similar operations in other divisions. The shipping department serves the Company's entire manufacturing department by receiving the finished goods from the several manufacturing divisions, marking the shipping cases, sorting and dispatching them for shipment, and loading them finally for delivery to the trade.

In addition to these employees, the Company employs engineering and construction employees, repair-shop employees, lunchroom and soft-drink employees, doormen, laboratory employees, and employees in a byproducts plant. The byproducts plant processes tobacco stems and tobacco dust and scrap for the purposes of extracting nicotine sulphate and making fertilizing material. The byproducts plant is about 2 miles from the Company's main building group, but within the city limits. This plant is a small division of the Company's operations.<sup>9</sup>

The Company's plant at Winston-Salem consists of its main administrative building, which houses its principal offices, and a group of

<sup>9</sup> The distribution of the Company's employees among its several departments is as follows: trucking and storage, 106; sweatshops, 59, stemmeries, 3,699; bonded warehouses, 11; Turkish department, 67, granulating or salvage, 86; lunchroom and soft drink, 46; experimental, 33; cigarette, 3,692; smoking tobacco, 573, chewing, 1,558; byproducts, 56; shipping, 187; construction, 150; engineering, 160; machine shop, 135; and chemical laboratory, 9.

processing and service buildings, some of which are entirely separate and some connected with runways. These lie within a radius of 5 or 6 city blocks. Among the buildings are three cigarette factories, known as buildings No. 4, 12, and 97, where cigarettes are manufactured and packed and where no prefabricating work is performed. There are three smoking and chewing factories where tobacco for such uses is processed and packed, in all of which there are stemming and searching rooms, where the tobacco leaf is stemmed and cleaned. In separate buildings there are sweat houses and stemming rooms. The maintenance employees who serve the entire plant have their shop headquarters in several different buildings. Electricians are housed in No. 12, a cigarette factory, and pipe fitting and plumbing employees are housed in building No. 256, which contains a stemming room and manufacturing departments for smoking and chewing tobacco. Millwrights are housed in a separate maintenance building. Employees engaged in trucking, shipping, watching, food service, carpentry, electrical work, machinery repair, plumbing, etc., have their headquarters in buildings where either prefabricating processes or manufacturing processes or both are performed.

The Company's rules and employment policies are plant-wide and are applied uniformly to all employees. Minimum wage rates, holiday and vacation privileges, a retirement plan, and hospitalization benefits are the same for all. The Company does not require training or experience for employment in any of its several processing divisions. Approximately the same skill is required in one prefabricating process or manufacturing operation as in another. There seems to be no reason to prevent the free transfer of employees between departments dealing with leaf processing and departments dealing with the final manufacture of the product, although the Company does not make a general practice of free exchange of such employees. The Company has not in the past dismissed employees when it has discontinued a department, but has absorbed all such employees into its general plant functions.

The two units proposed by the Company would include, respectively, employees engaged in the preliminary processing of tobacco for manufacture and employees engaged in manufacturing such tobacco for direct commercial use. As noted above, these employees are production employees and they work in the same and nearby buildings, subject to uniform rules and working conditions. The Company would allot to either one of its proposed units all maintenance and service employees at the plant. Electrical employees and employees working in machine and other repair shops who serve the entire plant were assigned in the consent election to vote in one or the other of the units with the production employees where their respective shops were

housed. Lunchroom employees at the plant perform the same functions, irrespective of the particular lunchroom to which they may be assigned. In apportioning lunchroom employees to Unit No. 1 or Unit No. 2 for the purposes of the consent election, lunchroom employees were divided between the two groups, depending on whether the greater number of employees whom they served fell into one or the other group. For no reason at all, as the Company admitted, lunchroom employees in building No. 256 were assigned to Unit No. 1, although the majority of employees in building No. 256 were employees in Unit No. 2. Similarly watchmen were allocated to one or another of the voting units, irrespective of the similarity of their work, depending upon the unit to which the majority of production employees whom they served were assigned. We see nothing to justify such arbitrary apportionment of the Company's employees. We conclude that the proposed units are purely artificial groupings rather than functional units for bargaining purposes.<sup>10</sup>

The Company contends, however, that the C. I. O.'s assent to two voting units in the consent election agreement of June 17, 1943, estops the C. I. O. from setting up a single industrial unit in this proceeding and that the consent election agreement likewise precludes the Board from finding a single unit of the Company's employees appropriate for bargaining purposes. We find no merit in these contentions. Confronted by disagreements with respect to several issues, the C. I. O., the A. F. of L., and the Company compromised their differences in a consent election agreement which they signed and the Regional Director approved. For reasons set forth in Section III, above, the Regional Director found that the purposes of the consent election agreement were not effected and set aside the results of the election. A new petition has been presented to us. It is within the exclusive jurisdiction of the Board to determine the unit or units appropriate for the purposes of collective bargaining. While agreements between interested parties are circumstances which the Board considers in reaching its conclusions with respect to the scope of bargaining units, the Board has never held that such agreements are binding upon the Board or that they relieve the Board of its primary responsibility.<sup>11</sup>

<sup>10</sup> The Company contends that, because other tobacco concerns limit their operations either to the preliminary processing of the tobacco leaf for manufacture by other companies or to the manufacture of stemmed tobacco which they buy, its employees fall into two necessarily divergent groups which should not be included in a single bargaining unit. We find no merit in this contention. At the Company's plant, which is the only plant which now concerns us, employees in both divisions of the industry work in close proximity to one another. They are subject to the same plant rules, and the same employment policies. Only one labor organization seeks to represent all these employees. We therefore see no reason to break into two units employees who have common employment interests.

<sup>11</sup> The Company contends that the doctrine set forth in *Consolidated Cigar Corporation*, a prior representation proceeding, requires the Board to hold the parties in the instant proceeding to the units described in the consent election agreement. We do not agree. In the earlier case, the parties agreed that a certain group of employees constituted an

On July 21, 1941, the Board dismissed a petition for investigation and certification of representatives, filed by the A. F. of L., finding inappropriate a unit limited to employees in the making and packing departments in the Company's three cigarette factories.<sup>12</sup> In that decision the Board noted that the A. F. of L. had organized employees in the three cigarette factories on a three-factory unit basis and pointed out that its proposed amended unit did not coincide with the extent of its organizational efforts. At the present time the C. I. O. has organized the Company's employees on a plant basis. Its proposed unit is measured by the scope of its organization. The C. I. O. is the only labor organization involved. The Company in the past has never recognized any labor organization as bargaining agent for its employees. There is no past bargaining history between the Company and its employees. The only instance of negotiation between them so far as the record discloses arose as a result of the work stoppage in June 1943 when the Company met with a committee of its employees in an effort to adjust some of the grievances which had given rise to the stoppage. Employees on this negotiating committee were chosen from the several departments and divisions of the Company's plant operations, the committee representing all such employees as a single group.

In view of the interrelations of the several integrated departments of the Company's plant, the Company's uniform rules and policies, and the scope of the organization of its employees, we find that a plant-wide unit is the appropriate bargaining unit for the Company's employees at Winston-Salem.<sup>13</sup>

The Company and the C. I. O. agree that office employees, subforemen, and all supervisory employees above subforemen, should be excluded from the bargaining unit. In accordance with our usual custom, we shall exclude these employees from the unit and shall also

appropriate bargaining unit and a union won an election conducted among these employees. None of the parties thereafter questioned the appropriateness of the unit. In a later complaint proceeding involving a refusal to bargain, the Board held that to find the agreed unit an appropriate one to effectuate the policies of the Act lay within its sound discretion. The earlier case has no direct bearing on the problem now before us. See *Matter of Consolidated Cigar Corporation*, 17 N. L. R. B. 217.

<sup>12</sup> *Matter of R. J. Reynolds Tobacco Company*, 33 N. L. R. B. 674.

<sup>13</sup> The Neither Group contends that the two voting units proposed by the Company should be preserved, since such employees disclosed in the consent election their conflicting respective desires concerning union representation and that to combine the voting groups into one unit would destroy the freedom of a large number of the Company's employees by imposing upon a considerable number of them a union which they do not desire to represent them. We can attach no import to the results of the consent election, in view of the objections filed thereto by the Company, the C. I. O., and the A. F. of L., and the Regional Director's action in setting aside the election. Furthermore, we have made our finding with respect to the appropriate unit upon the basis of the entire record herein. The Act provides that representatives selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes shall be the exclusive representative of all the employees in such unit for the purposes of collective bargaining.

exclude all other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action. The Company and the C. I. O. disagree with respect to the inclusion of head inspectors and seasonal employees. The Company would include head inspectors and exclude seasonal employees. The C. I. O. would exclude head inspectors and include seasonal employees.

*Head Inspectors:* In the making and packing cigarette departments the Company employs machine operators, called inspectors, whose duty it is to watch that the products passing through their machines are properly made. In the manufacturing room there are 20 making and packing machine operators on a line. A line inspector spot-checks the cigarettes made by the machines on a line. Line inspectors are hourly paid employees. They have no discretion to hire or to discharge or to recommend the hire or discharge of other employees. They relieve machine operators when they wish to be absent from their machines. In general charge of inspectors and line inspectors in each room is a head or department inspector. Head inspectors also spot-check cigarettes. They rank below subforemen and have minor supervisory duties. They transmit to other employees the instruction of the department foremen. They report the unsatisfactory work of machine operators to foremen for discipline. Since the only labor organization involved desires the exclusion of head inspectors, and they meet the test normally applied by us in determining the supervisory status of employees, we shall exclude them from the appropriate bargaining unit.<sup>14</sup>

*Seasonal Employees:* Each year, during the tobacco buying season, the Company employs approximately 1,500 seasonal employees. The season extends from about July 1 to February 1 of the succeeding year. These employees are largely used in the leaf processing departments. Seasonal employees are entitled to some, but not all, benefits which the Company extends to permanent employees, including retirement rights under the Company's retirement plan. Seasonal employees, however, who fail to return for the next work season do not meet the requirement of continuity for retirement. A substantial number of them return another season. The record discloses that about one-third of the seasonal employees employed during 1942 were transferred to permanent positions with the Company and were not laid off at the close of that season. Seasonal employees perform regular work of the Company during their employment. They are subject to the same general working conditions as regular employees. We see no reason to deprive these employees of collective bargaining privileges or of the right to participate in choosing a bargaining representative. The Company

<sup>14</sup> *Matter of St. Louis Aircraft Corporation*, 52 N. L. R. B. 836.

does not suggest that seasonal employees should be placed in a separate bargaining unit. For the reasons indicated and because the only labor organization involved desires to represent them, we shall include seasonal employees with regular employees in the same bargaining unit.<sup>15</sup>

We find that all production and maintenance employees of the Company at Winston-Salem, including seasonal employees, but excluding office employees, head inspectors, subforemen, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes 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.

#### V. THE DETERMINATION OF REPRESENTATIVES

We find that the question concerning the representation of the Company's employees can best be resolved by an election.

The Neither Group filed a brief in this proceeding, alleging that employees who had voted for no union representative in the consent election agreement had subsequently formed an organization known as "No Union Employees of the Reynolds Tobacco Company," for the purpose of opposing union representation in the plant. This organization does not purport to function as a labor organization for the purposes of representing employees of the Company in collective bargaining with their employer. It desires, in part, that the principle for which it stands be expressed upon the ballot by giving employees of the Company an opportunity to reject collective bargaining through any affiliated labor organization. We shall, in accordance with our usual custom, make provision on the ballot that employees of the Company may vote for, or against, the C. I. O.

Those eligible to vote in the election shall be all employees of the Company in the unit found appropriate in Section IV, above, 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

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with R. J. Reynolds Tobacco Company, Winston-Salem, North Carolina, an election by

<sup>15</sup> *Matter of Pickands, Mather & Company, et al.*, 43 N. L. R. B. 684.

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 Fifth 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 all employees of the Company 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 employees who have since quit or being discharged for cause, to determine whether or not they desire to be represented by Tobacco Workers Organizing Committee, United Cannery, Agricultural, Packing and Allied Workers of America, C. I. O., for the purposes of collective bargaining.