

In the Matter of THE CONNECTICUT LIGHT AND POWER COMPANY and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (A. F. OF L.)

In the Matter of THE CONNECTICUT LIGHT AND POWER COMPANY and
BROTHERHOOD OF UTILITY WORKERS OF NEW ENGLAND, INC.

Cases Nos. 1-R-1541 and 1-R-1602 respectively.—Decided October
27, 1943

Messrs. Walter Torrance and Calvin T. Hughes, of Waterbury,
Conn., for the Company.

Mr. John J. Regan, of Boston, Mass., for the A. F. of L.

Mr. William M. Kerwin, of Boston, Mass., for the B. U. W.

Mrs. Augusta Spaulding, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon separate petitions duly filed by International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor, herein called the A. F. of L., and by Brotherhood of Utility Workers of New England, Inc., herein called the B. U. W., each alleging that a question affecting commerce had arisen concerning the representation of employees of The Connecticut Light and Power Company, Hartford, Connecticut, herein called the Company, the National Labor Relations Board provided for an appropriate consolidated hearing upon due notice before John W. Coddair, Jr., Trial Examiner. Said hearing was held at Hartford, Connecticut, on September 27 and 28, 1943. The Company, the A. F. of L., and the B. U. W. appeared, participated, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon 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:

53 N. L. R. B., No. 26.

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

The Connecticut Light and Power Company is engaged in the generation and distribution of electricity and gas, and to some degree in the water and steam heating business, in Connecticut. It serves the territory ranging from Greenwich in the southwestern part of the State to Putnam in the northeastern part, supplying service in 115 towns and cities and selling power and purchasing power from other utilities located within the State. The Company maintains 2 steam generating plants and several hydroelectric plants, all of which are connected by high tension transmission lines. During the year ending June 30, 1943, the Company produced a total of 906½ million kilowatt hours. The 2 steam generating plants consumed 394,190 tons of coal. During the same period the Company used 40,364 tons of solid fuel and 186,188 barrels of oil in the manufacture of 2,518,955 m. c. f. of gas. The Company purchased coke oven gas at New Haven, some of which it used to service its customers and the rest of which it sold to other public utilities.

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

II. THE ORGANIZATIONS INVOLVED

International Brotherhood of Electrical Workers is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

Brotherhood of Utility Workers of New England, Inc., is an unaffiliated labor organization, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

In 1938 the Company and the A. F. of L. entered into an oral agreement covering members of the A. F. of L. in the Company's employ. In 1939, 1941, and 1942, the parties entered into written agreements covering the same employees. The contract of 1942, dated September 29, provided that it should be in effect until September 29, 1943, and from year to year thereafter unless terminated by 90 days' notice in writing. On July 19, 1943, the A. F. of L. asked for exclusive recognition of the Company's employees. The Company refused to recognize the A. F. of L. on the ground that the unit proposed by the A. F. of L. was not an appropriate bargaining unit. On July 19, 1943, the A. F. of L. filed its original petition in this proceeding.

On August 17, 1942, the B. U. W. entered into a contract with the Company for 1 year covering its members. The contract provided for its automatic continuance if it were not terminated at the close of the contract year. On or about August 17, 1943, the B. U. W. asked the Company for conferences for the negotiation of a new contract between the Company and the B. U. W. The Company requested that negotiations be deferred until the Board should dispose of the issues raised by the petition filed by the A. F. of L. On September 13, 1943, the B. U. W. filed its original petition in this proceeding.

A statement prepared by the Regional Director and introduced into evidence at the hearing indicates that the A. F. of L. represents a substantial number of employees in the unit hereinafter found appropriate.¹

We find that a 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 Company's plants include those of a number of formerly independent companies in Connecticut. The Company operates steam generating plants, hydroelectric stations, and substations, all of which are interconnected. The Company uses a unified coordinated transmission system which distributes energy produced at the generating plants in its several divisions to load centers at Waterbury, Meriden, New Britain, Willimantic, and Putnam. This system operates with 66,000 volts and is engineered, controlled, and operated as a single unit. This Company's entire system is controlled at its general operating plant at Waterbury. The amount of energy to be produced is dictated by the over-all economy of the Company. It has little bearing on the amount to be served in the immediate neighborhood of the generating plant. The two steam generating plants at Devon and Montville are located west and east, respectively, of the Connecticut River, but the energy produced at both plants is distributed irrespective of the location of the plant. The same situation is not true of gas distribution. The Company has small gas plants at Putnam, Willimantic, and Winsted, and larger plants at Waterbury and

¹ The A. F. of L. submitted 498 authorization cards, of which 1 was dated in 1936, 46 in 1937, 48 in 1938, 56 in 1939, 69 in 1940, 93 in 1941, 77 in 1942, 82 in 1943, and 26 were undated. Of the 498 signatures appearing on these cards, 430 signatures appeared to be genuine original signatures, 9 were printed, and 59 were duplicates. Of the 430 cards bearing apparently genuine signatures, 314 bore the names of employees on the Company's pay roll of July 31, 1943.

There are approximately 874 employees in the appropriate bargaining unit.

The B. U. W. submitted 149 membership cards, of which 2 bore printed names and 147 apparently genuine original signatures. Of the cards bearing apparently genuine signatures, 134 bore the names of employees on the Company's pay roll of July 31, 1943.

Norwalk. The Company also purchases gas at New Haven and distributes it in Meriden and Bristol. The Company sells gas wholesale to the city of Hartford and distributes gas from Hartford to Rockville and Thompsonville.

The Company's executive accounting offices are at Hartford. Its sales and public relations offices and operating department are at Waterbury. The operating department maintains a general force of engineers and workmen. They supervise and direct the transmission and generation of electricity over the entire area served by the Company. They have general supervision over all distribution and servicing. This operating department carries on its work in five divisions known as the Eastern, Central, Western, Northern, and Southern Divisions, and in two isolated districts, Winsted and New Milford, that have not as yet been combined into divisional activity. These divisions have local supervisory personnel and workmen, who carry on day-to-day work problems under the supervision of the general operating department at Waterbury. All construction work and all maintenance and repair work that is out of the ordinary or that exceeds the capacity of the local crews is handled directly by the general operating department. Although men in the operating department work from the centralized organization at Waterbury, they are seldom at Waterbury and work throughout the Company's system wherever work needs to be done. The operating department utilizes the assistance of workmen available in the district wherever actual work is to be performed. The number of local workmen to be used on such jobs depends on the nature of the job to be done.

The Company has established uniform working conditions and uniform rates of pay for all employees in its system. The general operating department at Waterbury approves all promotions and rate increases. Promotions are on a company-wide basis. This involves the transfer of men from one division of the Company to another. As populations in communities change, employees are moved from one community to another where there is more activity and greater need of their services. Storms and other emergencies require sudden transfers of employees from one section of the Company's territory to another.

In its original petition the A. F. of L. alleged that production and maintenance employees of the Company on a system-wide basis constituted an appropriate bargaining unit. At the hearing the A. F. of L. amended its petition to limit the proposed unit to employees in the General Operating Department, the Devon Plant, the Stevenson Plant, the Central Division, the Northern Division, the Southern Division, the Western Division, the New Milford District, and the Winsted District. The A. F. of L. has members in these several named divisions and districts on whose behalf it bargained with the Company.

Before filing its petition the A. F. of L. asked the Company for exclusive recognition of all production and maintenance employees therein, which the Company refused. The B. U. W. contends that production and maintenance employees in the Montville Plant and in the Eastern Division constitute an appropriate bargaining unit. The Company contends that its production and maintenance employees constitute a single unit on a system-wide basis and that the separate units proposed by the A. F. of L. and the B. U. W. are not appropriate for bargaining.

The members-only contract between the A. F. of L. and the Company, which expired on September 29, 1943, did not limit the scope of the unit to those working in specific geographical locations. The Company did not know what employees were members of the A. F. of L. The A. F. of L. advised the Company of the several areas wherein it had members and the Company relied on such statements. Similarly the B. U. W. bargained for its members in the Company's employ and its contract does not restrict its operation to members in any limited part of the Company's operations.² It clearly appears that membership and not location was the only limitation on the scope of the former contracts. Both labor organizations are organizing on an industrial plan and neither contends that it desires to limit its members to areas within the limited units which it now proposes as appropriate. The proposed geographical units, incident to the present membership distribution of the respective petitioners, do not follow any pattern reflected in the Company's administrative organization. The integrated character of the Company's business, its over-all control, its uniform rates and working conditions, and the free transfer of employees from one division to another speak in favor of a single bargaining unit for its production and maintenance employees. The past history of bargaining between the Company and its employees does not militate against it. On the basis of the entire record, therefore, we find that a system-wide unit is the appropriate bargaining unit for the Company's production and maintenance employees.

The Company, the A. F. of L., and the B. U. W. agree, and we find, that supervisory employees, armed guards, and clerical employees should be excluded from the bargaining unit. They disagree with respect to watch engineers, general servicemen, meter readers, and collectors.

Watch engineers: Watch engineers are employed at the Devon and Montville steam generating plants. A watch engineer is on duty at each shift at each plant. He is charged with the responsibility of keeping the various units of the plant in operation. On day shifts

² The Company extended to all employees the wage rates and privileges contained in its contracts with the IBEW and the B. U. W.

the plant superintendent and his assistant outrank the watch engineer. On other shifts the watch engineer is in charge of the plant. He has no fixed station; he functions wherever his presence may be necessary; he directs the work of all other men on the shift in the performance of his duties; he may discharge in an emergency without reference to his superior officers; and his recommendations are given serious consideration in matters of promotion, demotion, hiring, and dismissal. The Company would exclude watch engineers, and the A. F. of L. and the B. U. W. would include them. Both organizations include watch engineers among their members. Since watch engineers seem clearly to be supervisory employees within the Board's definition of the term, we shall exclude watch engineers from the bargaining unit.³

General servicemen: General servicemen are employed by the Company in small communities where the Company does not maintain an office. General servicemen take care of distribution work within their localities. They read meters, tend to sales, do customers' contact work, and any general maintenance work. In general they have no offices, but they work from their homes. They represent the Company in their communities. So far as the record discloses, neither of the labor organizations involved has any membership among these employees and in the past has not bargained for them. We shall exclude general servicemen from the bargaining unit.⁴

Meter readers and collectors: Collectors collect delinquent accounts from customers who are in arrears in their bills. They work under the direction of a collection manager and the office manager and are employees of the commercial department. Meter readers enter upon the premises of the Company's customers, read the meters, and enter the readings on forms provided for their use. Meter readers are also employees of the commercial department and not of the operating department. The operating department has general control over all production and maintenance employees. Since neither meter readers nor collectors are employees of the operating department, and since the nature of their work is clerical rather than physical, we shall exclude collectors and meter readers from the unit of production and maintenance employees.⁵

Watchmen: The Company employs guards and watchmen at its steam generating plants. They do the same work of guarding the plant and preventing the entrance of unauthorized persons. Both guards and watchmen are armed, wear badges, and are sworn in as auxiliary police under military authority. The Company has in the

³ Cf. *Matter of Boston Edison Company* 51 N. L. R. B. 118.

⁴ Cf. *Matter of Central Maine Mine Company*, 45 N. L. R. B. 328, 332.

⁵ Cf. *Matter of Boston Edison Company*, *supra*.

past regularly employed unarmed watchmen, but guards have recently been employed due to war conditions and watchmen have been armed. The parties agree that guards should be excluded from the bargaining unit. Their positions are not clear as to watchmen. Since it appears that watchmen perform the same functions as armed guards at the present time, we shall exclude watchmen with armed guards from the appropriate bargaining unit.

We find that all production and maintenance employees of the Company, excluding watch engineers, general servicemen, meter readers and collectors, armed guards and watchmen, all clerical employees, 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 employees of the Company can best be resolved by an election by secret ballot.

Each labor organization expressed a desire to participate in an election if the Board found a system-wide unit appropriate for bargaining. Since the B. U. W. is engaged in system-wide organizing, we shall provide that it participate with the A. F. of L. in the election.

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 The Connecticut Light and Power Company, Hartford, Connecticut, 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 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 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 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 International Brotherhood of Electrical Workers (A. F. of L.), or by Brotherhood of Utility Workers of New England, Inc., 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.