

In the Matter of WESTINGHOUSE ELECTRIC CORPORATION and FOREMAN'S
ASSOCIATION OF AMERICA, CHAPTER #215

Case No. 1-C-2849.—Decided September 29, 1947

Mr. Robert E. Greene, for the Board.

Mr. Robert D. Blasier, of Pittsburgh, Pa., for the respondent.

Mr. Raymond C. Churchill, of East Springfield, Mass., for the Union.

DECISION

AND

ORDER

On December 6, 1946, Trial Examiner Frederic B. Parkes, 2nd, issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had unlawfully refused to bargain with the Union as the collective bargaining representative of a unit of its supervisory employees previously found appropriate by the Board,¹ and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the respondent filed exceptions to the Intermediate Report, a supporting brief, and a request for oral argument. In view of our disposition of the case, the Board deems oral argument unnecessary and hereby revokes its previous action granting the respondent's request.

Since the issuance of the Intermediate Report herein, the National Labor Relations Act has been amended so as to exclude "any individual employed as a supervisor" from the definition of "employee" contained in the Act.² Supervisory employees are therefore now outside the coverage of the Act. We are therefore of the opinion, without considering the merits of the case, that it would not effectuate the policies of the Act, as amended, to require the respondent to take any remedial action in this case, which involves nothing except a refusal to bargain. Accordingly, we shall dismiss the complaint.

¹ *Matter of Westinghouse Electric Corporation*, 66 N. L. R. B. 1297. The Union won the election and was certified by the Board on May 17, 1946.

² Section 2 (3) and (11), as amended.

ORDER

IT IS HEREBY ORDERED that the complaint against the respondent, Westinghouse Electric Corporation, East Springfield, Massachusetts, be, and it hereby is, dismissed.

INTERMEDIATE REPORT

Mr. Robert E. Greene, for the Board.

Mr. Robert D. Blasier, of Pittsburgh, Pa., for the respondent.

Mr. Raymond C. Churchill, of East Springfield, Mass., for the Union.

STATEMENT OF THE CASE

Upon a charge duly filed by Foreman's Association of America, Chapter #215, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the First Region (Boston, Massachusetts), issued its complaint dated August 19, 1946, against Westinghouse Electric Corporation, East Springfield, Massachusetts, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, accompanied by notice of hearing, were duly served upon the respondent and the Union.

With respect to the unfair labor practices, the complaint alleged, in substance, that the respondent on or about June 26, 1946, and thereafter, refused to bargain collectively with the Union as the exclusive bargaining representative of the respondent's employees within an appropriate bargaining unit although a majority of the employees in such unit, in an election conducted under the supervision of the Board on April 26, 1946, had designated the Union as their representative for the purposes of collective bargaining, thereby engaging in unfair labor practices within the meaning of Section 8 (1) and (5) of the Act.

The respondent thereafter filed its answer in which it admitted that it was engaged in interstate commerce, that on approximately the dates mentioned in the complaint and thereafter, the respondent refused to bargain collectively with the Union, but denied that the unit was appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act, and further denied that it had engaged in any unfair labor practices within the meaning of the Act. The answer alleged that the persons participating in the election above referred to constitute a part of management personnel and therefore are not employees within the meaning of the Act; that the unionization of these persons would not effectuate the policies of the Act and would be contrary to public interest; that the Board is without jurisdiction herein, and that in any event, the Board improperly permitted management representatives of different levels of responsibility to vote for representation in the same unit for purposes of collective bargaining.

Pursuant to notice, a hearing was held on September 18, 1946, at Springfield, Massachusetts, before Frederic B. Parkes, 2nd, the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel and the Union by an official representative. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties.

At the close of the hearing, the respondent moved to dismiss the complaint. Ruling on that motion was reserved. The motion is hereby denied. Upon the conclusion of the hearing, the undersigned advised the parties that they might argue orally before, and file briefs or proposed findings and conclusions, or both, with the Trial Examiner. The Board and the respondent participated in oral argument. No briefs or proposed findings were filed.

By stipulation of the parties, the transcript of evidence, exhibits, pleadings, and the entire record, including decisions, directions and certifications of the Board in Case No. 1-R-2488¹ and the transcript of evidence and exhibits in Cases Nos. 1-R-3089, 1-R-3090, 1-R-3091, and 1-R-3092, consolidated, were incorporated into and made a part of the record in this proceeding. These representation proceedings concerned employees of the respondent's East Springfield, Massachusetts, plant. At the hearing counsel for the respondent submitted to the undersigned copies of its briefs heretofore filed in the representation cases above mentioned. These briefs have been considered as if originally filed, and a part of the record, in this proceeding.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Westinghouse Electric Corporation, a Pennsylvania corporation having its principal office and place of business in Pittsburgh, Pennsylvania, is engaged in the manufacture of a wide variety of electrical products at a number of plants situated in different parts of the United States. The present proceeding is concerned only with the East Springfield, Massachusetts, plant, where the respondent annually manufactures in excess of \$1,000,000 worth of finished products. At least 50 percent of the raw materials used at the plant is shipped into the Commonwealth of Massachusetts from sources outside the Commonwealth and about the same proportion of the finished products manufactured at the plant is shipped out of the Commonwealth.

The respondent admits for the purpose of this proceeding that it is engaged in commerce within the meaning of the National Labor Relations Act.

II THE ORGANIZATION INVOLVED

Foreman's Association of America, Chapter #215, unaffiliated, is a labor organization admitting to membership supervisory employees of the respondent.

III THE UNFAIR LABOR PRACTICES

A. *The appropriate unit and representation by the Union of a majority therein*

On March 28, 1946, the Board issued a Decision and Direction of Elections in Case No. 1-R-2488,² directing that separate elections be conducted in two voting groups of certain supervisory employees of the respondent's East Springfield, Massachusetts, plant. On April 26, 1946, pursuant to the Decision and Direction of Elections, elections by secret ballot were conducted under the supervision of the Regional Director for the First Region. Upon the conclusion of the elec-

¹ *Matter of Westinghouse Electric Corporation*, 66 N. L. R. B. 1297.

² See footnote 1, *supra*.

tions, a Tally of Ballots was furnished the respondent and the Union in accordance with the Rules and Regulations of the Board. No objections to the conduct of the elections were filed by either the respondent or the Union within the time provided therefor. The Tally showed that of the approximately 130 eligible voters in Group I, 125 cast valid votes, of which 122 were for the Union, and 3 against, and that of the approximately 22 eligible voters in Group II, 22 cast valid votes, all of which were for the Union.

On May 17, 1946, the Board issued a Supplemental Decision and Certification of Representatives, certifying the Union as the collective bargaining representative of the employees in the following unit found to be appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

. . . all foremen, A, B, and C (3-W-113), of Westinghouse Electric Corporation (East Springfield Works), Springfield, Massachusetts, including foremen of quality control (3-W-113), assistant division staff supervisors (3-W-117B), assistant general foremen (3-W-120), staff general foremen (3-W-120), and assistant division staff supervisors—production (3-W-117 2), but excluding chief clerks or chief production clerks (3-C-17 5), clerical supervisors (3-C-118), clerical division staff supervisors (3-C-134), accounting division supervisors (3-A-134 A and B), assistant division staff supervisors—time study (3-W-117 1), assistant division staff supervisors—special assignment (3-W-117 5), manufacturing engineers—Class A (4-W-9), maintenance engineers (4-W-6), plant lay-out engineers—senior (4-W-4 5), plant lay-out engineers—junior (4-W-2), staff assistants—purchases or traffic (4-PT-1), sergeants of police (3-W-110.1), police lieutenants (3-W-110 2, and all other supervisors above the rank of foreman . . .

Thereafter the Union filed four petitions for investigation and certification of representatives covering the employees excluded from the unit set forth above and a consolidated hearing thereon in Cases Nos 1-R-3089, 1-R-3090, 1-R-3091, and 1-R-3092 was held on July 10 and 11, 1946. The record in that proceeding as well as that on Case No. 1-R-2488 was incorporated into the record of the instant proceeding.

The respondent disputes the appropriateness of the unit found by the Board on the ground that its foremen, assistant foremen, and supervisors are not "employees," within the meaning of the Act, but are "employers," and that, consequently, the Board is without jurisdiction to entertain any proceeding involving them.

Although the Board in the preceding representation case has ruled that the respondent's foremen are employees within the meaning of the Act, the respondent urges that the matter be reconsidered and relies upon evidence adduced in the consolidated representation hearing in support of the respondent's argument that the foremen are members of management, as follows:

1 Upon the conclusion of the last World War in August 1945, approximately 3,000 of the respondent's 5,332 non-supervisory employees were furloughed in the following 3 months. Only one of the foremen involved in the instant proceeding was laid off.

2 On January 15, 1946, a strike of the production and maintenance workers commenced and the plant was shut down. Throughout the strike supervisory employees were paid their full salaries even though they were not working. Non-supervisory salaried employees were paid their salaries until March 15, 1946. From March 15 to March 31, they received half pay and after March 31 and until the settlement of the strike on May 9, 1946, those who were not working received no pay.

3. On April 9, 1946, the respondent announced a wage increase for supervisors in the amount of \$9.25 per week or 10 percent of their salary, whichever was greater. At the same time non-supervisory salaried employees who were not represented by a collective bargaining representative were granted a wage increase of \$7.00 per week. Upon the settlement of the strike, production and maintenance employees were granted an increase of 18 cents an hour, or \$7.20 for a 40-hour week, and clerical employees were given a salary increase of \$7.00 per week.

4. As stated in the respondent's brief, in the contracts negotiated with the collective bargaining representatives of the rank and file employees at the termination of the strike, "the Company secured acceptance by the unions of the supervisors' control over the activities of union representatives," in that employees desiring to leave their work to engage in union activities were required to secure the permission of their supervisors.

The undersigned is of the opinion and finds the above considerations, some of which were before the Board in the representation proceeding, are not of such a nature as to transform the supervisors into policy making officials or to challenge the correctness of the Board's prior determination that the supervisors were employees within the meaning of the Act. Despite the respondent's contentions to the contrary, the definitions of "employer" and "employee" contained in the Act are not mutually exclusive.³ The same individual may be an "employer" for some purposes and an "employee" for others. "A foreman in his relation to his employer is an employee, while in his relation to the laborers under him he is the representative of the employer and within the definition of Section 2 (2) of the Act."⁴ The present proceeding involves only the "employee" aspect of the foremen's relationship to the respondent. The duties, responsibilities, and authority of these employees are relevant only to the issue of proper grouping in a unit.⁵ Accordingly, for the purposes of this proceeding, it is found that the foremen and assistant foremen are employees, within the meaning of Section 2 (3) of the Act.

In addition, the respondent contends that the establishment of a unit of supervisors is detrimental to the supervisors, the respondent, the rank and file employees, and the general public because of "the inescapable conflict of interest which unionization of supervisors entails, and from which the detrimental consequences all flow." On September 20, 1945, the salaried clerical employees engaged in a work stoppage which lasted 3 weeks. During the course of the strike, certain supervisors on advice of the Union refused to perform the work of the striking clerical employees. On January 8, 1946, the Union issued a "Statement of Policy" in respect to action to be taken by supervisors during strikes of rank and file employees. The statement, in part, reads,

During such a strike [an authorized strike by rank and file employees] should the company and the union by agreement permit all supervisory employees to enter the plant they may do so, but members of the Foremen's

³ *N L R B v Armour & Co*, 154 F (2d) 570 (C C A 10), en'g 54 N L R B 1005.

⁴ *N L R B v Skinner & Kennedy Stationery Company*, 113 F (2d) 667 (C C A 8). See also *Jones & Laughlin Steel Corp v N L R B*, 146 F (2d) 833 (C C A 5); *N L R B v Armour & Co*, *supra*; *N L R B v Packard Motor Car Company*, 157 F (2d) 80 (C C A 6); *Matter of Jones & Laughlin Steel Corporation*, 66 N L R B 386, and cases cited therein.

⁵ See *Matter of American Brake Shoe Company*, 67 N L R B 169; *Matter of L A Young Spring & Wire Corporation*, 65 N L R B 298; *Matter of the B F Goodrich Company*, 65 N L R B 294. The respondent's contention that the complaint should be dismissed in any event because the Board included in the same unit various levels of supervisors is clearly without merit.

Association shall not perform any work similar to that normally performed by the non-supervisory employees on strike, and they shall perform only their regular supervisory duties except as hereinafter provided.

The question posed by the respondent's contentions is by no means novel. In the *Packard* case,⁶ the Board fully considered and rejected comparable arguments that because of support of rank and file unions to organizational efforts of foremen, the Union was not independent of the rank and file unions and that the allegiance of supervisors to the employer would be lost by the organization of the supervisors. Indeed, these questions were considered by the Board in the original representation proceeding herein, inasmuch as the matter was introduced into the record by means of answers to hypothetical questions. In addition, a similar fact situation, including the Union's "Statement of Policy," was considered by the Board in a recent case, *Matter of L. A. Young Spring & Wire Corporation*,⁷ wherein the Board found that notwithstanding such facts, the Foreman's Association of America, Chapter No 155, was an independent organization.⁸ In view of these circumstances, the undersigned is convinced, and finds, that the evidence relied on by the respondent in this proceeding, including the evidence submitted by it in Case No. 1-R-2488 and Cases Nos 1-R-3089, 1-R-3090, 1-R-3091, and 1-R-3092, is insufficient to warrant a finding that the unit heretofore found by the Board to be appropriate, is inappropriate.

The undersigned finds that all foremen, A, B, and C (3-W-113), of the respondent's East Springfield, Massachusetts, plant, including foremen of quality control (3-W-113), assistant division staff supervisors (3-W-117B), assistant general foremen (3-W-120), staff general foremen (3-W-120), and assistant division staff supervisors—production (3-W-117.2), but excluding chief clerks or chief production clerks (3-C-175), clerical supervisors (3-C-118), clerical division staff supervisors (3-C-134), accounting division supervisors (3-A-134 A and B), assistant division staff supervisors—time study (3-W-117.1), assistant division staff supervisors—special assignment (3-W-117.5), manufacturing engineers—class A (4-W-9), maintenance engineers (4-W-6), plant lay-out engineers—senior (4-W-4.5), plant lay-out engineers—junior (4-W-2), staff assistants—purchases or traffic (4-PT-1), sergeants of police (3-W-110.1), police lieutenants (3-W-110.2), and all other supervisors above the rank of foreman,

⁶ *Matter of Packard Motor Car Company*, 61 N L R B 4. The Board stated therein,

In any event, there is nothing in the statute as designed or administered which protects disloyal or inefficient employees and the Company may always resort to its normal disciplinary powers to insure faithful and efficient job performance by its employees of all ranks. Moreover, it is to be noted that this kind of loyalty is really not involved in the question raised by the present petition. The foremen here are seeking to establish their right to bargain collectively with their employer, regarding matters relating to their wages, hours and conditions of work. With respect to these matters, the foreman owes no duty of loyalty to his employer, for in this aspect of his employment relationship, he deals with management at arm's length and must rely ultimately upon his own bargaining power to gain concessions just as any rank and file employee. One of the foremen witnesses at the hearing, while admitting that in the performance of his job he owed a duty of loyalty to his employer, stated that with respect to such matters as his own wages, hours and conditions of work his primary duty was to himself and his family. With this summation we agree, and we fail to see why a foreman is likely to perform his duties less efficiently or with less fidelity merely because he is bargaining collectively with his employer on matters relating to his wages, hours and conditions of work.

⁷ 70 N L R B 868

⁸ See also, *Matter of American Maize Products Company*, 69 N L R B 66, *Matter of The Baldwin Locomotive Works*, 67 N L R B 1287; *Matter of General Mills, Inc.*, 66 N L R B 1423, *Matter of Jones & Laughlin Steel Corporation*, 66 N L R B 386, *Matter of Simmons Company*, 65 N L R B 984

constitute, and during all the times material herein constituted, a unit appropriate for the purposes of collective bargaining. The undersigned further finds that on and after May 17, 1946, the Union was the duly designated bargaining representative of a majority of the employees in the aforesaid appropriate unit, and that pursuant to the provisions of Section 9 (a) of the Act, the Union was on May 17, 1946, and at all times thereafter has been, and now is, the exclusive representative of all the employees in the aforesaid unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. *The refusal to bargain*

On June 18, 1946, the Union wrote to the respondent, referring to the Board's certification and requesting that the respondent specify a date on which a collective bargaining conference might be held. By letter dated June 26, 1946, the respondent replied that it would not meet with the Union for the purpose of collective bargaining, stating, *inter alia*, that since it was not in accord with the Board's decision in the earlier representation case, it was refusing to bargain with the Union in order that it might carry the matter to the Circuit Court of Appeals for a review of the Board's decision and certification of representatives. The undersigned accordingly finds that the respondent on June 26, 1946, and at all times thereafter, has refused to bargain collectively with the Union as the exclusive representative of its employees in the appropriate unit, and thereby has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

IV THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III, above, occurring in connection with the operations of the respondent described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce

V. THE REMEDY

Since it has been found that the respondent has engaged in unfair labor practices, it will be recommended that the respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Having found that the respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit, the undersigned will recommend that the respondent, upon request, bargain collectively with the Union.

Because of the basis of the respondent's refusal to bargain, as indicated in the facts found, and because of the absence of any evidence that danger of other unfair labor practices is to be anticipated from the respondent's conduct in the past, the undersigned will not recommend that the respondent cease and desist from the commission of any other unfair labor practice. Nevertheless, in order to effectuate of the policies of the Act, the undersigned will recommend that the respondent cease and desist from the unfair labor practices found and from in any manner interfering with the efforts of the Union to bargain collectively with it.⁹

⁹ See *N L R B v Express Publishing Company*, 312 U. S. 426

Upon the basis of the above findings of fact and upon the entire record in the case, the undersigned makes the following.

CONCLUSIONS OF LAW

1 Foreman's Association of America, Chapter #215, unaffiliated, is a labor organization, within the meaning of Section 2 (5) of the Act.

2 All foremen, A, B, and C (3-W-113), of the respondent's Springfield, Massachusetts, plant, including foremen of quality control (3-W-113), assistant division staff supervisors (3-W-117B), assistant general foremen (3-W-120), staff general foremen (3-W-120), and assistant division staff supervisors—production (3-W-117 2), but excluding chief clerks or chief production clerks (3-C-17.5), clerical supervisors (3-C-118), clerical division staff supervisors (3-C-134), accounting division supervisors (3-A-134 A and B), assistant division staff supervisors—time study (3-W-117 1), assistant division staff supervisors—special assignment (3-W-117 5), manufacturing engineers—class A (4-W-9), maintenance engineers (4-W-6), plant lay-out engineers—senior (4-W-4 5), plant lay-out engineers—junior (4-W-2), staff assistants—purchases or traffic (4-PT-1), sergeants of police (3-W-110 1), police lieutenants (3-W-110 2), and all other supervisors above the rank of foremen, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3 Foreman's Association of America, Chapter #215, unaffiliated, was on May 17, 1946, and at all times thereafter has been, the exclusive representative of all employees in the aforesaid unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

4. By refusing on June 26, 1946, and at all times thereafter, to bargain collectively with Foreman's Association of America, Chapter #215, unaffiliated, as the exclusive representative of all its employees in the appropriate unit, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

5. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

6 The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record in the case, the undersigned recommends that the respondent, Westinghouse Electric Corporation, Springfield, Massachusetts, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with the Foreman's Association of America, Chapter #215, unaffiliated, as the exclusive representative of all foremen, A, B, and C (3-W-113), of the respondent's Springfield, Massachusetts, plant, including foremen of quality control (3-W-113), assistant division staff supervisors (3-W-117B), assistant general foremen (3-W-120), staff general foremen (3-W-120), and assistant division staff supervisors—production (3-W-117.2), but excluding chief clerks or chief production clerks (3-C-17 5), clerical supervisors (3-C-118), clerical division staff supervisors (3-C-134), accounting divi-

sion supervisors (3-A-134 A and B), assistant division staff supervisors—time study (3-W-117.1), assistant division staff supervisors—special assignment (3-W-117.5), manufacturing engineers—class A (4-W-9), maintenance engineers (4-W-6), plant lay-out engineers—senior (4-W-4.5), plant lay-out engineers—junior (4-W-2), staff assistants—purchases or traffic (4-PT-1), sergeants of police (3-W-110.1), police lieutenants (3-W-110.2), and all other supervisors above the rank of foremen, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(b) In any manner interfering with the efforts of Foreman's Association of America, Chapter #215, unaffiliated, to bargain collectively with it on behalf of the employees in the aforesaid appropriate unit.

2 Take the following affirmative action, which the undersigned finds will effectuate the policies of the Act:

(a) Upon request bargain collectively with Foreman's Association of America, Chapter #215, unaffiliated, as the exclusive representative of all foremen, A, B, and C (3-W-113), of the respondent's Springfield, Massachusetts, plant, including foremen of quality control (3-W-113), assistant division staff supervisors (3-W-117B), assistant general foremen (3-W-120), staff general foremen (3-W-120), and assistant division staff supervisors—production (3-W-117.2), but excluding chief clerks or chief production clerks (3-C-17.5), clerical supervisors (3-C-118), clerical division staff supervisors (3-C-134), accounting division supervisors (3-A-134 A and B), assistant division staff supervisors—time study (3-W-117.1), assistant division staff supervisors—special assignment (3-W-117.5), manufacturing engineers—class A (4-W-9), maintenance engineers (4-W-6), plant lay-out engineers—senior (4-W-4.5), plant lay-out engineers—junior (4-W-2), staff assistants—purchases or traffic (4-PT-1), sergeants of police (3-W-110.1), police lieutenants (3-W-110.2), and all other supervisors above the rank of foremen, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(b) Post at its plant at Springfield, Massachusetts, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the First Region, shall, after being duly signed by the respondent's representative, be posted by the respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the First Region, in writing, within ten (10) days from the date of the receipt of this Intermediate Report, what steps the respondent has taken to comply herewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report the respondent notifies said Regional Director in writing that it has complied with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 203.39 of the Rules and Regulations of the National Labor Relations Board, Series 4, effective September 11, 1946, any party or counsel for the Board may, within fifteen (15) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.38 of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record

or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof; and any party or counsel for the Board, may, within the same period, file an original and four copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.65. As further provided in said Section 203.39, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

FREDERIC B. PARKES, 2ND,
Trial Examiner.

Dated December 6, 1946.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We will bargain collectively upon request, with Foreman's Association of America, Chapter #215, unaffiliated, as the exclusive representative of all our employees in a bargaining unit composed of:

All foremen, A, B, and C (3-W-113), of our Springfield, Massachusetts, plant, including foremen of quality control (3-W-113), assistant division staff supervisors (3-W-117B), assistant general foremen (3-W-120), staff general foremen (3-W-120), and assistant division staff supervisor—production (3-W-117.2), but excluding chief clerks or chief production clerks (3-C-17.5), clerical supervisors (3-C-118), clerical division staff supervisors (3-C-134), accounting division supervisors (3-A-134 A and B), assistant division staff supervisors—time study (3-W-117.1), assistant division staff supervisors—special assignment (3-W-117.5), manufacturing engineers—class A (4-W-9), maintenance engineers (4-W-6), plant lay-out engineers—senior (4-W-4.5), plant lay-out engineers—junior (4-W-2), staff assistants—purchases or traffic (4-P-T-1), sergeants of police (3-W-110.1), police lieutenants (3-W-110.2), and all other supervisors above the rank of foremen

We will not in any manner interfere with the efforts of the above-named Union to bargain with us, or refuse to bargain with said Union as the exclusive representative of the employees in the bargaining unit set forth above.

WESTINGHOUSE ELECTRIC CORPORATION,
By _____
(Representative) (Title)

Dated _____

This notice must remain posted for sixty (60) days from the date of posting, and must not be altered, defaced, or covered by any other material.