other plant employees. On similar facts, the Board has frequently held that truck drivers constitute a separate and identifiable group of skilled employees entitled to separate bargaining despite a history of inclusion in a broader collective bargaining unit.[6] Under these circumstances, and on the basis of the entire record, we find that the Employer's truck drivers may appropriately be included in the production and maintenance unit or in a separate unit. We shall, therefore, order an election in a voting group consisting of all truck drivers and helpers at the Employer's Louisville box plants, excluding supervisors and all other employees.

The Board, however, shall make no final unit determination at this time, but shall first ascertain the desires of those employees as expressed in the election hereinafter directed. If a majority vote for the Petitioner, they will be taken to have indicated their desire to constitute a separate unit. If not, they will be taken to have indicated their desire to remain a part of the existing production and maintenace unit.

[Text of Direction of Election omitted from publication in this volume.]

[6] See *Detroit Branch, Reliance Steel Division, Detroit Steel Corporation,* 90 NLRB No. 62; *The Schaible Company,* 88 NLRB 733 and cases cited therein.

SILVER KNIT HOSIERY MILLS, INC. *and* UNITED TEXTILE WORKERS OF AMERICA, AFL, PETITIONER. *Case No. 34-RC-245. March 14, 1951*

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Miles J. McCormick, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.[1]

[1] At the hearing the Petitioner objected to the intervention of American Federation of Hosiery Workers, the Intervenor in this proceeding, on the ground that the Intervenor had made no showing of interest in the matter. The hearing officer properly overruled the objection and permitted the intervention. It is well settled that the sufficiency of a showing of interest is an administrative matter for determination by the Board and is not subject to collateral attack. *R. J. Reynolds Tobacco Company,* 88 NLRB 600, and cases cited therein.

The record shows that immediately prior to the opening of the hearing, the Petitioner and the Employer agreed to enter into a stipulation as to the appropriateness of the unit proposed by the Petitioner, and to execute a consent election agreement. The Intervenor refused to join in this agreement. The hearing officer rejected the consent agreement on the ground that in his opinion the unit agreed upon was inappropriate. The Petitioner excepts to the hearing officer's ruling. Whether or not the hearing officer had authority to disapprove the consent election agreement on the ground of the inappropriateness of the proposed unit, it is clear that approval of such agreement was precluded in any event by the unwillingness of the Intervenor to join therein. Accordingly, the hearing officer's action was not prejudicial to the Petitioner, and is hereby affirmed.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Reynolds, and Styles].

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organizations involved claim to represent certain employees of the Employer.

3. A question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The appropriate unit:

The Petitioner and the Employer agree that all production and maintenance employees at the Employer's High Point, North Carolina, seamless hosiery plant, including employees in the knitting department, looping department, dyeing and finishing department, shipping department, production clerks, inspectors, and looping fixers, but excluding office clerical employees, boarders, the designer, employee Kenny, watchmen, foremen, assistant foremen, the forelady (Carmichael), and all other supervisors, constitute an appropriate unit. The Intervenor objects to the proposed unit, contending that the appropriate unit should consist of all production and maintenance employees of the Employer, including the boarders. Thus, the parties are in disagreement primarily with respect to the boarders. A dispute also exists as to the supervisory status of head fixers discussed below.

Pursuant to an agreement for a payroll cross-check in 1944, Local 65 of the Petitioner was designated as the exclusive bargaining representative of a stipulated unit composed of "all boarders, excluding foremen and assistant foremen, in the boarding room." Thereafter, the Employer executed with the Petitioner and its Local, successive annual contracts covering the employees in the foregoing unit. The last contract, executed on November 1, 1949, runs until May 1, 1951, and contains a 60-day automatic renewal clause.

The record shows that the boarders, whom the Petitioner currently represents, are engaged in drying and shaping socks, after they have been dyed, by placing them over heated aluminum forms or "boards." The boarders work under the supervision of a foreman, who also supervises the dyeing department, and are paid on a piecework basis. They work in the same room as the dyeing employees. They have substantially the same working conditions and enjoy the same benefits as the Employer's other production and maintenance employees.

The Petitioner contends, however, that the boarders are already covered by an existing contract with the Employer, and that such contract bars a present determination of representatives affecting these employees. While under different circumstances the boarders could be included in the broad production and maintenance unit, we shall exclude them from the unit here sought, in view of the history of separate collective bargaining for the boarders, and in view of the fact that they are covered by an existing contract.[2]

There remains for consideration the supervisory status of the head fixers. There are two head fixers, who work in the knitting department under the supervision of a department foreman. They spend approximately 50 percent of their time directing and overseeing the work of other fixers, and training new employees in their duties as fixers; the remainder of their time is spent working on machines, although they do not have machines regularly assigned to them as other fixers do. They do not have power to hire or discharge employees, but their recommendations in these matters are given great weight by their supervisors. It appears from the record that head fixers have effectively recommended the retention of employees whose dismissal was under consideration. Upon the basis of the foregoing, and upon the record as a whole, we find that the head fixers are supervisors within the meaning of the Act. Accordingly, we shall exclude them from the unit.

We find that all production and maintenance employees of the Employer at its High Point, North Carolina, plant, including employees in the knitting department, looping department, dyeing and finishing department, shipping department, production clerks, inspectors and looping fixers, but excluding boarders, office clerical employees, the designer, watchmen, professional employees, foremen, assistant foremen, the forelady (Carmichael), head fixers, and all other supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.[3]

[Text of Direction of Election omitted from publication in this volume.]

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[2] *Guilford Hosiery Mills, Inc*, 70 NLRB 1047; *Kohlenberger Engineering Corporation*, 71 NLRB 818.

[3] The parties agreed to exclude one production man named Kenny. We are unable to determine from the record the duties of this employee. If his duties are like those of the other production employees he is to be included in the unit. However, if his work places him in a category which the Board ordinarily excludes from production and maintenance units, he may in accordance with the stipulation of the parties be excluded from the unit.