

formance of their duties, there is no interchange between the groups of employees.

We find without merit the Intervenor's contention that the single craft, multiemployer unit represented by the Petitioner is inappropriate for purposes of collective bargaining.⁶ Accordingly, we find that all plumbers, steam fitters, and their apprentices employed by the members of the Plumbing and Heating Contractors Association of Olean, New York, excluding supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (e) (1) of the Act.

5. Stability of employment:

During the period from January 1, 1950, through November 30, 1950, nearly three-quarters of the employees in the appropriate unit worked in that unit during more than 50 percent of the number of weeks in the said period. During the same period, indeed, more than three-fifths of the employees in the unit worked in the unit during more than 80 percent of the number of weeks in the period. In addition, of the employees who, in May 1948, constituted the Petitioner's showing of interest, nearly three-quarters were still employed in the unit in November 1950. On these facts, we find that employment in the unit is sufficiently stable to permit an election to be held therein.

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

⁶ *The Plumbing Contractors Association of Baltimore, Maryland, Inc., et al., supra.*

AEROVOX CORPORATION *and* INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL, PETITIONER. *Case No. 1-RC-1809. March 30, 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 Sidney A. Coven, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are 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 [Chairman Herzog and Members Murdock and Styles].

Upon the entire record in this case, the Board finds:¹

¹ During the pendency of the proceedings in this case, Intervenor, International Union of Electrical, Radio and Machine Workers of America, CIO, filed a petition in Case No. 1-RC-2079 in which it requested the unit it contends is appropriate in this case. It subsequently filed a motion to consolidate the petition in Case No. 1-RC-2079 with the

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 Petitioner seeks a unit of all maintenance employees of the Employer at its New Bedford, Massachusetts, plant, including machinists and helpers, carpenters and helpers, electricians and helpers, pipe fitters and helpers, porters, janitors, laborers, welders, millwrights, tool crib attendants, tinsmiths and helpers, maintenance department general helpers, firemen and oilers, pump room men, generator men, rack repairmen, and painters, but excluding production employees, shipping room employees, receiving department employees, office and clerical employees, guards, watchmen, professional employees, and supervisors as defined in the Act. The Employer and the Intervenor, International Union of Electrical, Radio and Machine Workers of America, CIO, herein referred to as the IUE, oppose the unit requested, contending that only a plant-wide unit consisting of all production and maintenance employees, including the shipping and receiving employees, is appropriate. The IUE is at present engaged in a campaign to organize the employees in the unit it asserts is appropriate. The Intervenor, United Electrical, Radio and Machine Workers of America, herein referred to as the UE, takes no position as to the appropriate unit.

The Employer is engaged in the manufacture of capacitors, a type of condenser used in the manufacture of radio and electronic equipment. There are approximately 87 employees in the unit requested by the Petitioner and approximately 2,900 employees in the unit which the Employer and the IUE urge as appropriate.

The Employer's physical operations consist of 1 three-story building divided into a number of departments, including, among others, a maintenance department. Approximately 59 of the 87 maintenance employees in the unit the Petitioner seeks are regularly stationed in the maintenance department, and the remaining 28 are stationed at workbenches located at strategic points throughout the plant to be readily available in case of breakdowns. The maintenance employees stationed in the maintenance department go to and work in the production departments when their services are needed, but in general they receive their orders from maintenance foremen. Some of the

petition in this case and to reopen the record in this case. However, in view of the fact that the issues in this case have been fully presented and considered, and because none of the parties will be adversely affected by a separate consideration of the two petitions, we find it unnecessary to consider the petitions jointly. We therefore deny the motion.

maintenance foremen report, in turn, to the plant engineer, a general maintenance supervisor, who is responsible to the master mechanic. Other maintenance foremen report directly to the master mechanic who, in addition to bearing certain production responsibilities, is ultimately responsible for all plant maintenance. When the maintenance employees who are stationed in the maintenance department are sent into the production departments they, at times, work together with production employees and receive orders from the production supervisors. The maintenance employees who are stationed in the production departments receive general supervision from the production supervisors, although they too are ultimately responsible to the master mechanic.

Although all employees of the Employer are paid on an hourly basis, the more skilled craft maintenance employees receive a higher hourly wage than the other employees whose rates, in general, are the same. The Employer maintains a system of modified plant-wide seniority, based on the employees' abilities to do various jobs. However, because of the difference in skills, maintenance employees are not usually recalled to production jobs.² There is little interchange between production and maintenance workers, although on occasion, production employees possessing the requisite skills have been transferred to maintenance work. In other respects the Employer has followed the same employment practices with respect to both production and maintenance workers. All employees receive the same benefits such as insurance, vacations, and paid holidays. All employees receive a production bonus. The maintenance employees stationed in the production departments receive the same bonus as the production employees in their respective departments, and the maintenance employees stationed in the maintenance department receive a bonus based on the average of that received by all the production departments. All employees use the same toilet and locker facilities.

In view of the foregoing facts it appears that the Employer's operations are not so integrated as to destroy the separate identity of the maintenance employees, essentially a multicraft group with interests distinguishable from those of the production employees. Therefore, in accordance with the Board's established policy of granting separate representation to such a maintenance department, in the absence of any bargaining history on a broader basis,³ we find that the mainte-

² Although some of the production workers are engaged in work which is apparently of a type related to that performed by some of the maintenance workers, for example, there are production welders as well as maintenance welders, it does not appear that any of the production workers are exercising the traditional skills of any of the maintenance crafts in the Petitioner's proposed unit.

³ The Employer's history of discussing the working conditions of its employees with a plant committee composed of representatives of both production and maintenance employees is not the type of bargaining history which the Board will consider controlling. The committee apparently did not bargain with the Employer but acted merely in an advisory capacity. No contract was ever executed between the parties.

nance employees constitute an appropriate unit, apart from other employees.⁴

Accordingly, we find that all maintenance employees at the Employer's New Bedford, Massachusetts, plant, including machinists and helpers, carpenters and helpers, electricians and helpers, pipe fitters and helpers, welders, millwrights, tinsmiths and helpers, firemen and oilers, pump room men, generator men, rack repairmen, painters, porters, janitors, laborers, tool crib attendants, and maintenance department general helpers, but excluding production employees, shipping room employees, receiving department employees, office and clerical employees, guards, watchmen, professional employees, and 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.

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

⁴ Cf. *Armstrong Cork Company*, 80 NLRB 1328; *Jefferson Chemical Company*, 81 NLRB 1393, *W F Schrafft & Sons Corporation*, 86 NLRB 77, *E I. DuPont de Nemours & Company*, 88 NLRB 941

WILLIAM PENN BROADCASTING COMPANY *and* INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL. *Case No. 4-CA-354. April 2, 1951*

Decision and Order

On August 21, 1950, Trial Examiner Hamilton Gardner issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices 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 and a supporting brief.¹

The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the Respondent's exceptions and brief, and the entire record in the case, and adopts the findings of fact of the Trial Examiner as modified below. We do not, however, adopt his conclusions.

¹ American Communications Association, herein called the ACA, as a party to a contract with the Respondent, was duly served with a copy of the complaint which specifically raised such contract in issue. However, the ACA failed to enter an appearance at the hearing. After the issuance of the Intermediate Report, the ACA filed with the Board "Motion to Intervene and For Other Relief" together with a proposed bill of exceptions to the Intermediate Report and a supporting brief. In view of our disposition of the case herein, we find it unnecessary to pass upon this motion.