

replace worn or broken parts, service machines, and test and assemble machinery. It thus appears that the working conditions and interests of millwrights at the Employer's plant are closely allied with those of machinists and mechanics and that all these employees may appropriately be joined in the same bargaining unit.⁴ It is also apparent that millwrights may remain part of the larger residual unit of production and maintenance employees, including carpenters, presently represented by the Intervenor.⁵ The Board has also held that millwrights may constitute a separate bargaining unit apart from other plant employees.⁶

We shall make no final unit determination with respect to millwrights at this time but shall first ascertain the desires of the employees as expressed in the elections hereinafter directed. We shall direct that separate elections be held among the employees at the Employer's New Brighton (Twin Cities), Minnesota, plant, and within the voting groups described as follows:⁷

(1) All machinists and machinists' helpers, including tool and die shop employees, automotive mechanics, floor machinists, maintenance mechanics, and machine tool operators, but excluding millwrights, office employees, professional employees, electricians, sheet metal workers, plumbers, steamfitters, carpenters, painters, guards, and all other employees and supervisors.

(2) All millwrights, excluding all other employees and supervisors.

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

⁴ *International Harvester Company*, 73 NLRB 971; *W. B. Willett Company*, 85 NLRB 761.

⁵ *Calumet and Hecla Consolidated Copper Company*, 86 NLRB 126; *Heyden Chemical Corporation*, 85 NLRB 1181. Intervenor Council presently represents carpenters, electricians, sheet metal workers, plumbers, steamfitters, painters, and millwrights.

⁶ *United States Rubber Company*, 91 NLRB No. 213; *International Harvester Company (Louisville Works)*, 87 NLRB 317.

⁷ It does not appear that any question exists concerning the representation of other employees at the plant.

WILLARD STORAGE BATTERY COMPANY *and* INTERNATIONAL UNION,
UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW-CIO), PETITIONER. *Case No. 32-RC-*
311. June 21, 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 Anthony J. Sabella, 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. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organization involved claims 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, which already represents the Employer's production and maintenance employees, requests in this proceeding a separate unit of all office and clerical employees at the Employer's Memphis, Tennessee, plant, including typist-billing clerks, timekeeper, production control man, assistant to planning, production, and scheduling, and chemists, but excluding watchman-guards, the receiving and checking clerk,¹ process engineer, plant manager, office manager, and all supervisors as defined in the Act. The Employer opposes the proposed unit as inappropriate and would exclude the typist-billing clerks and timekeeper as confidential employees, the production control man as a supervisor or as an employee with distinctive functions, the assistant to planning, production, and scheduling as an employee with interests different from the other office employees, and the chemists as professional or technical employees.

The typist-billing clerks. These employees—Mary Nell Chipley and Dorothy McNeil—write, clear, and file orders, and keep medical records.² Their job includes typing letters for both the office manager, who is their immediate supervisor, and for the plant manager, who deals with matters concerning general labor relations and participates in negotiations on behalf of the Employer. Although letters marked confidential are delivered to the plant manager unopened, they open all other mail, some of which may pertain to labor matters. Upon the basis of the foregoing facts, we find that the typist-billing clerks spend part of their time serving in a confidential capacity to a management official charged with handling the Employer's general labor relations.³ We shall, therefore, exclude them from the unit.⁴

¹ The parties agree that this employee is in the production and maintenance unit.

² Although two persons were employed in this capacity at the time of the hearing, the Employer states in its brief that only one typist-billing clerk is now employed.

³ *Electrol, Incorporated*, 93 NLRB 740; *Minnesota and Ontario Paper Co.*, 92 NLRB 711. Cf. *Republic Steel Corporation, Canton Plant, Central Alloy District*, 91 NLRB 904.

⁴ Member Styles dissents from the finding that the typist-billing clerks are confidential employees, as he is of the opinion that their work for the plant manager is only incidental to their other duties. Accordingly, he would include them in the unit.

The timekeeper. Veora E. Uhles, who also works in the Employer's office, keeps time records for payroll purposes, make out pay checks, maintains seniority and service records, acts as receptionist and telephone operator, and receives and transmits teletype messages. She does no typing or handling of correspondence except to relieve the typist-billing clerks or other clerical employees. It is well established that the duties of this employee, particularly as telephone and teletype operator, do not place her in a confidential status.⁵ Nor does her relief work for the typist-billing clerks appear to be sufficiently substantial to constitute her a confidential employee. We shall, therefore, include her in the unit.

The production control man and the assistant to planning, production, and scheduling. Carl B. Anderson as production control man prepares the schedule of work to be done so that batteries are on hand as needed. He orders various materials and supplies and keeps stock records or stock inventory to assure a sufficient reserve at all times. Aiding Anderson is Caroline Parker, assistant to planning, production, and scheduling, who spends no more time than 1 hour a day typing for him and correcting all battery orders. She devotes most of her time to keeping the general accounts payable, correcting bills, and making out all checks with the exception of those required for payroll purposes.

Both Anderson and Parker work in the office under the immediate supervision of the office manager. The Employer contends that Anderson is a supervisor. Anderson has no authority to hire, discharge, or discipline any employees. While no contention was specifically made that he has the power of effective recommendation, the Employer argues that Anderson's recommendation would be given serious consideration. Although there is testimony that Anderson had reported to his superior that Parker's predecessor was unsatisfactory, it appears further that another employee also talked to the office manager concerning the matter and the latter, agreeing that "something should be done," spoke to the employee involved who thereafter left her employment voluntarily. In view of the foregoing, we find that Anderson has no substantial supervisory functions and is therefore not a supervisor within the meaning of the Act.⁶ We also find, contrary to Employer's contention, that both Anderson and Parker have interests similar to the timekeeper who is also an office employee.⁷

Accordingly, we shall include them in the unit.

⁵ *Phillips Chemical Company*, 90 NLRB No. 76; *Great Lakes Pipe Line Company*, 88 NLRB 1370.

⁶ *WCAU, Inc.*, 93 NLRB 1003; *Tyre Brothers Glass & Paint Co.*, 85 NLRB 910; *Scott Motor Company et al.*, 84 NLRB 129.

⁷ *Automatic Electric Company*, 78 NLRB 1057.

The chemists. Robert F. Maraman, a university graduate with a degree in chemistry, works in the laboratory engineering department where he makes chemical analyses, prepares engineering reports, and conducts inspections as to defects or shortcomings in the Employer's product. In connection with his work, he uses a book of specifications which contains the standards he must follow regarding the purity and content of the various materials used by the Employer. When necessary, he runs a series of tests that approach research rather than routine operation. The other chemist in the laboratory, Bill Saltsman, has had 2 years of college training and serves as combination technician and inspector. His duties include checking on the specific gravity of batteries, testing separator resistance, and keeping service data. He also makes the same types of analyses as Maraman whom he assists. And in Maraman's absence for an extensive period Saltsman performed all of his duties. Both are under the supervision of the process engineer, Scharf, who in turn is under the direct control of the Employer's Cleveland, Ohio, engineering department. Although Maraman appears to exercise considerable discretion in the performance of his duties, Saltsman's work is always subject to modification and revision by Scharf.

As indicated above, the Employer contends that the chemists are professional employees, or, alternatively, technical employees. In the view we take of this proceeding, it is unnecessary to determine whether or not these employees meet the strict requirements of the definition of professional employees contained in Section 2 (12) of the Act. For it is clear from the description of their training and duties that they are at least highly skilled technical employees whose separate location, interests, background, and functions are markedly different from those of the office clerical employees. Under well-established Board policy, technical employees may not appropriately be grouped with office and clerical employees where any party objects to such a grouping.⁸ Accordingly, we shall exclude them from the clerical unit found appropriate herein.⁹

We find that all office and clerical employees at the Employer's Memphis, Tennessee, plant, including the timekeeper, production control man, assistant to planning, production, and scheduling, but excluding the typist-billing clerks, chemists, watchman-guards, the receiving and checking clerk, process engineer, plant manager, office manager, and all supervisors as defined in the Act, constitute a unit appropriate

⁸ *Minnesota and Ontario Paper Co.*, *supra*; *The Ohio Steel Foundry Company*, 92 NLRB 683; *International Harvester Company, West Pullman Works*, 90 NLRB No. 240.

⁹ *Minnesota and Ontario Paper Co.*, *supra*; *Chicago Railway Equipment Company*, 85 NLRB 586.

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.]

JULIAN B. SLEVIN COMPANY, INC. *and* SLEVIN EMPLOYEES' INDEPENDENT ASSOCIATION, PETITIONER. *Case No. 4-RC-1105. June 21, 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 E. Don Wilson, hearing officer. The hearing officer's rulings made at the ruling 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 [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.¹
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.

The Intervenors contend that the petition herein should be dismissed on the ground that an existing contract between the Employer and the Intervenors bars a present determination of representatives. The contract in question was executed on August 14, 1950, to expire April 18, 1951, and contained the following provision: "Either party hereto desiring changes herein or termination at the expiration date of this agreement shall give notice in writing to the other party of such desire at least sixty (60) days before any such date. Otherwise this agreement shall remain in full force and effect from year to year."

It is the Intervenors' position that no proper notice was given pursuant to the above-quoted clause, and that the contract therefore automatically renewed itself on February 18, 1951, prior to the filing of the instant petition. The record discloses the following facts pertinent to this issue.

¹ International Brotherhood of Pulp, Sulphite and Paper Mill Workers, A. F. L., and its Local 286, were permitted to intervene on the basis of a contract with the Employer covering the employees in the proposed bargaining unit.