plants are guards within the meaning of the Act and we shall, therefore, exclude them from the units herein found appropriate.[2]

The Employer would exclude the shipping clerks in each plant as office clericals, and the Petitioner would include them as plant clericals.[3] These clerks spend most of their time filling out bills of lading, checking goods into the plant, and checking out shipments. They also direct the filling of orders. They do not supervise the work of other employees. Occasionally, the shipping clerks are called upon to do certain physical labor in connection with their regular duties. They do not work in the plant office but in the shipping room, which is connected with the stockroom. All these clerks are hourly paid and normally work the same hours as the other employees. Upon the foregoing facts, we find that the shipping clerks are plant clericals, and that they should be included in the production and maintenance units.[4]

We find that the following separate units are appropriate for collective bargaining purposes within the meaning of Section 9 (b) of the Act:

(1) All production and maintenance employees at the Employer's Tullahoma, Tennessee, baseball plant, including the shipping clerks, but excluding office clerical employees, the watchman, the truck driver, the home sewers, the head inspector, and all supervisors.

(2) All production and maintenance employees at the Employer's Tullahoma, Tennessee, golf club plant, including the shipping clerks, but excluding office clericals, the watchmen, the head inspector, and all supervisors.

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

[2] *Mullins Lumber Company and Schoolfield Industries, Division of Mullins Lumber Company,* 94 NLRB 28; and *Memphis Cold Storage Warehouse Company,* 91 NLRB 1404.

[3] The Intervenor would include the shipping clerks in the baseball plant, but would exclude those in the golf club plant.

[4] *Southern Athletic Company, Inc.,* 86 NLRB 908, 909.

THE BARRETT DIVISION, ALLIED CHEMICAL & DYE CORPORATION *and* INTERNATIONAL BROTHERHOOD OF FIREMEN & OILERS, LOCAL NO. 8, AFL, PETITIONER. *Case No. 13–RC–1913. July 31, 1951*

Decision and Direction of Election

Upon a petition duly filed, a hearing was held before Albert Gore, 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 United Construction Workers, United Mine Workers of America, Local No. 440, the Intervenor, moved to dismiss the petition on the grounds that (a) a sub-

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 Houston and Reynolds].

Upon the entire record in this case the Board finds:

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

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

3. The Intervenor contends that a subsisting collective bargaining contract between it and the Employer is a bar to this proceeding. Since its certification in 1942, the Intervenor has executed several agreements with the Employer covering a unit of the production and maintenance employees. The latest of these agreements was executed on June 12, 1950, for a period of 1 year, but providing that it should continue in effect for an additional year, unless canceled by either party by notice in writing to the other at least 60 days before the expiration of its initial term. On January 26, 1951, the Intervenor and the Employer executed a supplemental agreement in which, among other provisions, they extended the term of the earlier agreement to June 13, 1953. The petition herein was filed on April 10, 1951. As the petition was filed before the mill B [2] date of the original contract, and as the supplemental contract prematurely extended its term, we find that neither the original nor the supplemental contract is a bar to this proceeding.[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 to add the Employer's operating or stationary engineers to the unit of firemen, boiler washers and their helpers, oilers, and coal and ash handlers, which it now represents. In the alternative, if the Board should find that the addition of the engineers to the firemen's unit is inappropriate, the Petitioner desires to represent the engineers in a separate unit. The Intervenor contends that (1) the addition of the engineers to the firemen's unit is inappropriate, and (2) the engineers having been represented by it for some time as part of a production and maintenance unit, they should not now be severed from that unit. The Employer is neutral.

The Employer's firemen and engineers had, until January 1951, been located in two separate rooms of the same building.[4] The engi-

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sisting collective bargaining contract between it and the Employer is a bar to this petition, and (b) the unit requested by the Petitioner is inappropriate. For reasons given in paragraphs numbered 3 and 4 below, this motion is hereby denied.

[2] *Mill B, Inc.*, 40 NLRB 346.

[3] *The Cornelius Company*, 93 NLRB 368.

[4] The two rooms were separated by a fire wall which had doors for ingress and egress from one room to the other.

neers worked in the engine room which contained steam, electrical power, and water distribution facilities, and certain electrical equipment, including a panel board. The firemen and related categories were located in the boiler room which contained steam generating boilers, coal handling equipment, and boiler auxiliary equipment. In January 1951, the Employer commenced the construction of a new powerhouse and began to install new equipment consisting of high pressure boilers, turbines, water softening equipment, fans, pumps, panel boards, coal converters, and steam lines. The new powerhouse is also provided with facilities for the generation of electric power when necessary.

Although this powerhouse had not at the time of the hearing been fully completed, the engineers and firemen were already working together in the same room,[5] each group in charge of its own special equipment and performing the particular tasks of its classification, yet the work of each being closely related to that of the other. Both groups are now and will in the future take care of the day-to-day maintenance of the new powerhouse. Only when unusual breakdowns occur will the other plant maintenance crews be called upon to do the work.

All the powerhouse employees, including the engineers, and the firemen and related categories, are under a single foreman who reports to the mechanical supervisor, who, in turn, reports to the plant superintendent.[6] Frequent interchange occurs between the firemen and the engineers.[7] There is no interchange between the engineers or firemen and any of the other plant employees. The engineers and the firemen work the same hours, receive comparable rates of pay, and enjoy other similar benefits and privileges.[8]

In view of the entire record, we find that the Employer's engineers may appropriately be joined in the same unit with the firemen and other powerhouse employees.[9] We shall, therefore, direct an election among the operating or stationary engineers at the Employer's Peoria, Illinois, plant, excluding all other employees. However, we shall make no final unit determination at this time, but shall first ascertain the desires of these employees as expressed in the election hereinafter directed. If a majority of the engineers vote for the Petitioner, they

[5] The new powerhouse was installed in the old boiler room.

[6] This line of supervision had been maintained even before the new powerhouse had been installed.

[7] Of the present complement of four engineers, two had formerly been firemen. One fireman had formerly been an engineer.

[8] In the current collective bargaining agreement between the Employer and the Intervenor, it is provided that when the wages of the firemen are increased by any amount, the same increase is to be granted to the engineers. On the other hand, the engineers did not receive the cost-of-living increase which was received by the production and maintenance employees.

[9] *International Harvester Company, West Pullman Works*, 89 NLRB 413; *Cadillac Motor Car Division, Cleveland Tank Plant, General Motors Corporation*, 94 NLRB 217.

will be taken to have indicated their desire to join the firemen in a single unit.

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

THE CARBORUNDUM COMPANY *and* UNITED GAS, COKE AND CHEMICAL WORKERS OF AMERICA, CIO, PETITIONER. *Case No. 3–RC–617. July 31, 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 William Naimark, 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 Houston and Reynolds].

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 appropriate unit:

The Petitioner seeks to represent a unit of the Employer's firemen-watchmen employed at its executive building. The Employer contends that because the Petitioner is the present representative of its plant production and maintenance employees, it cannot under Section 9 (b) (3) of the Act[1] represent its executive building firemen-watchmen.

The Petitioner has been the representative of a unit of some 4,000 of the Employer's production and maintenance employees for about 10 years. The executive building is a structure containing 3 stories and a basement, located within the plant area, and providing office space for approximately 700 employees who perform the Employer's executive and office functions. The 5 firemen-watchmen involved in this proceeding are stationed in the basement of the executive build-

[1] This section provides in part that ". . . no labor organization shall be certified as representative of employees in a bargaining unit of guards if such organization admits to membership, or is affiliated directly or indirectly with an organization which admits to membership, employees other than guards."