

department employees are all on board. The SIU apparently takes no position on this issue.

In view of the uncertainties surrounding this type of election and the time normally consumed in voting personnel assigned to seagoing vessels, we shall vest in the Regional Director for the Nineteenth Region discretion to determine the exact time, places, and procedure for holding the elections, except that balloting shall be completed no more than 120 days from the date the first ballots were cast.⁵

The Marine Firemen apparently also urge that Irwin Brockway, an employee discharged in the spring of 1951, be held eligible to vote. As the record does not show whether or not Brockway is entitled to reinstatement, we shall make no determination at this time as to his eligibility, but shall permit him to vote subject to challenge.

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

⁵ *American Export Lines, Inc.*, 84 NLRB 134

WESTERN GEAR WORKS *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE NO. 94, LOCAL NO. 311, PETITIONER. *Case No. 21-RC-2149. February 14, 1952*

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 Daniel J. Harrington, 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 Murdock].

Upon the entire record of 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. Since 1943 when the Petitioner, after a consent election, was certified as the representative of the Employer's production and maintenance employees, it has represented those employees under a series of contracts. The Employer contends that the current contract, effective by its terms from July 31, 1950, to September 2, 1955, constitutes a bar to this proceeding. Admittedly, however, the plant clerical employees whom the Petitioner now seeks to represent are not covered by the contract; nor does it appear that the Petitioner had expressly agreed

not to seek to represent them.¹ In these circumstances, the contract does not bar a present determination of representatives.²

We find, accordingly, that 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 the Employer's dispatchers, material-move men, and employees in the stores and shipping and receiving departments (both subdivisions of the production control department). The Employer contends that the proposed unit is inappropriate because it would include employees having different duties, skills, working conditions, and interests, and would exclude certain scheduling employees working under the same supervision. The Employer further contends that the employees in the proposed unit have no community of interests with the production and maintenance employees, and cannot, therefore, appropriately be added to the existing production and maintenance unit.

The Employer is engaged at Lynwood, California, in the manufacture of gears and other aircraft parts. There are five separately supervised departments of the plant: engineering, commercial, shop, accounting, and production control. The employees in the proposed unit work under the general supervision of the production control supervisor. They include one dispatcher, seven material-move men, four storekeepers, and four shipping and receiving department employees.³ The only other employees in the production control department are seven scheduling clerks.

¹ The contract contains the following provisions

ARTICLE V
PROHIBITED UNION ACTIVITY

* * *

Section 3 Union Demands During the life of this Agreement the Union will make no demands on the Company except for compliance with this Agreement.

* * *

ARTICLE XXIV
BARGAINING

Notwithstanding the provisions of Article I, Section (2), or any other provisions of this Agreement, each party hereto expressly waives any obligation or duty presently or hereafter imposed by law on the other party, and acknowledges and recognizes that no obligation or duty exists under this Agreement to bargain collectively or negotiate with the other party over or pertaining to wages, hours, pensions, insurance, sick leaves, paid holidays, or any terms or conditions of employment or retirement or any other matters or subjects whatsoever during the life of this Agreement. This Article does not relieve the parties of the obligations imposed relative to the disposition of grievances under Article XXIII.

Contrary to the contention of the Employer, we do not interpret these provisions as constituting a disclaimer and waiver by the Petitioner of any right to represent the different employees involved herein. Cf. *Essex County News Co*, 76 NLRB 1340; *Briggs Indiana Corporation*, 63 NLRB 1270.

² *Martin Parry Corporation*, 95 NLRB 1506

³ The dispatcher and material-move men are under the immediate supervision of a chief dispatcher, the shipping and receiving employees under a supervisor of shipping and receiving. The parties agree that the chief dispatcher and the supervisor of shipping and receiving are supervisors within the meaning of the Act.

The dispatcher receives from the chief dispatcher, and keeps at a desk in the shipping area, manufacturing orders giving complete information as to parts to be made. After studying one of these orders and the blueprint of the part, he goes into the plant yard, locates the raw material or parts needed, writes up identification tags, and either has a material-move man move the parts to their destination in the plant or, in some cases, moves them himself. After noting on the order the quantity of parts he has located and the destination to which he has moved them, he returns the order to the chief dispatcher and proceeds with another order. He also processes and keeps a record of "rework" orders, written up by the scheduling group, locating the parts to be reworked or repaired and seeing that they are sent to their proper destination. Approximately 35 percent of his time is spent in physically moving the stock and 65 percent in clerical duties and leg work.

The material-move men move parts from one operation to another in the plant. As each operation is completed, one of these men is notified. He then sees that the parts are inspected, counts them, segregates rejections, notes on the record the count and the number of rejections, moves the parts to the next operation, and returns the order to the chief dispatcher. The material-move men also do the leg work in hunting up lost jobs and do general expediting. In addition, they are assigned in rotation to the dispatch booth, where they issue orders to the shop as instructed. They spend approximately 70 percent of their time in physical labor and 30 percent on paper work, except when assigned to the dispatch booth, where between 65 and 80 percent of their work is clerical.

The storekeepers handle three types of stores: aircraft stores, finished commercial stores, and raw stock. The storekeepers for the aircraft and finished commercial stores maintain records of parts received, parts on hand, and parts issued. They identify and tag the parts as they are received in the storerooms, make out bin cards, store the parts in the bins, draw parts needed on orders received from the scheduling group, count and tag them, and make notations of their issuance. They figure shortages, making up a shortage list for each job, and check parts received against these lists to see that back orders are completed. They also spot check the perpetual card inventory and do some expediting. Approximately 60 percent of their time is taken up with records and 40 percent with the handling of parts. The storekeeper in charge of raw stock stores—mostly forged bar stock—is responsible for identifying the material as it is stored and seeing that samples are cut off for metallurgical analysis. He keeps a record of every bar stock, including the heat number and samples that are being processed in the metallurgical laboratory. He issues the stock on

manufacturing orders issued by the scheduling group, checking to be sure that he is issuing the proper stock. When stock is cut, he makes out a saw report and writes a requisition showing that the stock has been disbursed. About 65 percent of his time is taken up with paper work.

The shipping and receiving department employees include two receiving clerks, two shipping clerks, and a general clerk. The receiving clerks are responsible for receiving all material coming into the plant. They check the parts received against the purchase orders, note on the copies of the packing slips accompanying the parts such information as the quantity received, the weight, and whether the parts answer the description given on the purchase order, and maintain a record of all parts received daily. They also make note of improperly packed or damaged material and report such matters to their supervisor. In some instances, though rarely, they help unload trucks. The shipping clerks take care of material being sent out for processing, type up shipping memos, notify the drivers when deliveries are ready, wrap parts, and label boxes. They occasionally help the receiving clerks in writing up identification tags and doing accounting work. The shipping and receiving clerks spend 50 percent of their time handling materials and the rest of their time in clerical work. The general clerk, a woman, writes up formal receipts from the packing slips and purchase orders, maintains all files in the shipping room, takes calls for the truck, and dispatches it for pickups. Her duties are entirely clerical.

From the foregoing it appears that the employees whom the Petitioner seeks to represent do the usual plant clerical work in connection with the Employer's production operations.⁴ It is the policy of the Board to group such employees with the production and maintenance employees for collective bargaining purposes.⁵ We shall therefore accord these employees the opportunity through an election to express their desires as to whether or not they should be added to the established production and maintenance unit.⁶

The only question remaining for consideration is whether the employees in the scheduling division of the production control department should be included or excluded. The record shows that there are three men and four women in this group. These employees take the sales order at the beginning of each project, initiate the requisitions for purchasing material, and follow up on the suppliers of material. They plot out the schedules in relation to the other

⁴ Although the general clerk in the shipping and receiving department, unlike the other employees in this group, does no physical work, we believe that, because of her close association with the shipping and receiving clerks and the general similarity of work, her interests are more closely allied with theirs than with those of the Employer's office clerks.

⁵ *Waterous Company*, 92 NLRB 76.

⁶ *Wilson & Co., Inc.*, 97 NLRB 1388; *Foster Wheeler Corporation*, 94 NLRB 211.

loads in the shop, do all the necessary liaison work between the engineering department and other departments, handle the issuing of the manufacturing orders, and do considerable expediting in the shop to see that the orders are completed on schedule. They have to answer questions from the commercial department in regard to delivery commitments and determine whether new orders should be taken or not, and if they are taken, what delivery can be maintained. Although these employees do no actual physical work, they are under the same general supervision as the employees whom the Petitioner seeks to represent, and their duties are closely connected with the Employer's production operations. We find that they are plant clericals. We shall therefore include them in the voting group.

Accordingly, we shall direct an election in the following voting group:

All dispatchers, material-move men, scheduling clerks,⁷ and employees in the stores and shipping and receiving departments at the Employer's plant at Lynwood, California, excluding all other employees and all supervisors as defined in the Act.

If a majority of the employees in the above voting group vote for the Petitioner, they will be taken to have indicated their desire to be included in the production and maintenance unit currently represented by the Petitioner, and the Regional Director shall issue a certificate of results of election to such effect.

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

⁷ By Order Granting Petition and Amending Decision and Direction of Election, dated March 6, 1952, the Board granted a petition by the parties to exclude scheduling clerks from the voting group.

QUEENSBROOK NEWS Co., INC. *and* LOCAL 917, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN AND HELPERS OF AMERICA, AFL, PETITIONER. *Case No. 2-RC-3895. February 14, 1952*

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 George Turitz, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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.