ployees involved herein.[2] Subsequently, the Employer and the Union entered into a collective bargaining contract effective from October 24, 1951, to June 18, 1952, and from year to year thereafter, in the absence of 60 days' notice to modify or terminate. The petition herein was filed on April 10, 1952, and the hearing was held on May 2, 1952.

As the petition was filed more than 1 month before the end of the certification year and the hearing was also held before the certification year expired we shall, in accordance with established Board policy, dismiss the petition.[3]

Order

IT IS HEREBY ORDERED that the petition herein be, and it hereby is, dismissed.

[2] Case No. 21–RC–1963.
[3] *Zenith Radio Corporation*, 95 NLRB 1156; *National Heat Treating Company*, 95 NLRB No. 144.

AMERICAN CAR & FOUNDRY *and* ZENON J. BARANEKI, PETITIONER *and* LOCAL 2551, UNITED STEELWORKERS OF AMERICA, CIO. *Case No. 3–RD–52. May 29, 1952*

Decision and Order

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 power in connection with this case to a three-member panel [Chairman Herzog and Members Houston and Murdock].

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 Petitioner, an employee of the Employer, asserts that the Union is no longer the representative, as defined in Section 9 (a) of the Act, of the employees designated in the petition.

3. No 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, for the following reasons:

The Employer began to operate its Buffalo, New York, plant, the only one involved in this proceeding, in 1940. The plant was shut down in 1945 and not reopened until 1950. On November 16, 1950, the Steelworkers Organizing Committee, herein called Steelworkers,

was certified after a consent election as representative of the production and maintenance workers at the plant.

On December 7, 1950, the Steelworkers and the Employer entered into a contract covering all production and maintenance workers, but expressly excluding inspectors. On January 13, 1951, however, the parties executed a supplemental agreement in which the coverage clause was specifically amended to include the inspectors.[1]

The Steelworkers contends that the petition for its decertification should be dismissed on the ground that the inspectors cannot constitute an appropriate unit, as they are functionally a part of the production and maintenance unit as shown by the bargaining history. The Petitioner, an individual employee classified as an inspector, appears to contend that the work of the inspectors is sufficiently differentiated from that of the production and maintenance employees to preclude their inclusion in the same unit without affording the inspectors an opportunity to indicate whether or not they wish to be included in such a unit.

The inspectors, of whom there are 11, are employed in the inspection department, which is one of the 7 departments in the plant. They report to its head, the chief inspector, who is in turn responsible to the works manager and the general superintendent. They are primarily responsible for inspecting the products manufactured by the Employer, railroad freight cars and miscellaneous steel products, at various stages of manufacture and before shipment. Their work is performed throughout the plant. They also conduct some tests of incoming materials and subassemblies from outside suppliers before they are utilized in the manufacturing process. With the exception of a few inspections of a purely visual type, as for example, inspections of welding of certain types of incoming materials, all inspections require the use of gauges of some complexity. Inspectors must be able to read blueprints and interpret engineering specifications and must possess some mathematical ability, but there are no specific educational prerequisites for the job.

There are two grades of inspectors, designated as "A" and "B." Grade A inspectors, of whom there are 7, must be able to use the whole range of gauges. Those in grade B are not required to use the most complex types of gauges. There are 12 labor grades in the plant. Grade B inspectors are in the fourth labor grade of which the hourly rate is $1.68 and grade A inspectors in the sixth, at $1.84 an hour.

It is customary Board policy to include inspectors in production and maintenance units.[2] We have directed self-determination elec-

[1] In 1941, following a consent election, the Steelworkers had been certified as the sole representative of a unit comprising production and maintenance workers, with the inspectors included The inspectors were covered in all the subsequent contracts until the closing of the plant in 1945.

[2] *Farrell Cheek Steel Company*, 88 NLRB 303; *Metal Textile*, 88 NLRB 1326.

tions for inspectors, as we have for other clearly defined groups of employees, in cases where a union has sought to add such a group to a production and maintenance unit from which they have previously been excluded.[3] Here, however, the inspectors have been included in the production maintenance unit throughout an extended bargaining history, except for one brief period of less than 2 months' duration, and no cogent reason for their severance appears. They do not constitute a craft nor are they professional.[4] We do not believe that their duties set them so apart from the production workers as to justify their severance from the established production and maintenance unit. Accordingly, we shall dismiss the petition.

Order

IT IS HEREBY ORDERED that the petition herein be, and it hereby is, dismissed.

[3] *Chase Aircraft Company*, 91 NLRB 288.

[4] *Chase Aircraft Company, supra.* Likewise, the Board has held that they are not supervisors, or managerial employees who must be excluded from representation for collective bargaining. See *Chase Aircraft Company, Farrell Cheek Steel Company, supra.*

RAMSEY MOTOR COMPANY, INC.[1] *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL, PETITIONER. *Case No. 32–RC–460. May 29, 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 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 Houston and Murdock].

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

1. The Employer is engaged in commerce within the meaning of the Act.[2]

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 seeks a unit comprising all service department

[1] The name of the Employer appears as amended at the hearing.

[2] *N. L. R. B.* v. *Davis Motors, Inc.*, 192 F. 2d 782 (C. A. 10), enfg. 93 NLRB 206.