

Don't buy any of Mr. Curbo's socialistic cure-all medicine—look at CIO's record of strikes, lost time, battles and doublecrosses. Ask your fellow workers here who have belonged to CIO in the past. Give us one year to operate this plant, get all of our plans in effect, and do the many things we have planned which will make this a better place to work in. We make you this offer—give us one year from August 4, the date we rolled those first two buses out the door, and see what kind of jobs you have. Then, if you find out that we are not the right kind of people for you—if you find out that you need to spend money for a union to protect your rights, then go to it with our blessings. But give us that year!

Thank you.

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J. R. PEPPER AND E. R. FERGUSON, D/B/A BLUFF CITY BROADCASTING CO.  
*and* LOCAL NO. 1275, INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL, PETITIONER. *Case No. 32-RC-574. January 9,*  
*1953*

### Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Seymour X. Alsher, 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 [Members Houston, Styles, and Peterson].

On January 16, 1951, Petitioner's parent organization, International Brotherhood of Electrical Workers, AFL, hereafter referred to as the IBEW, was certified as the bargaining representative of the Employer's engineers and technicians.<sup>1</sup> Thereafter, on January 23, 1951, a bargaining agreement, in which the Employer, Petitioner, and IBEW were named as parties, was executed, covering all engineers and technicians "up to and including the rank of Chief Engineer."<sup>2</sup> By its terms, this contract was to continue until December 15, 1952, and from year to year thereafter, in the absence of a 60-day notice to change or terminate it. It does not appear from the record whether any such notice was given.

On October 31, 1952, the instant petition was filed on behalf of the Petitioner by an international representative of the IBEW. It alleges as appropriate for bargaining purposes the very unit covered by the existing certification, but it would expressly exclude the chief engineer. At the hearing, during which the Petitioner was represented by the IBEW representative who filed the petition, the parties were in dispute only as to the supervisory status of the chief engineer.

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<sup>1</sup> Excluded from the unit were the office and clerical employees, announcers, and supervisors as defined in the Act. Case No. 32-RC-286, not reported in printed volumes of Board decisions.

<sup>2</sup> The unit replacement of the chief engineer was not litigated in Case No. 32-RC-286.

No one challenges the validity of the outstanding certification covering the employees named in the petition.

As it is plain from all the foregoing that the petition filed herein raises no present question concerning representation of the nonsupervisory employees in the certified unit, and that the only issue raised by the instant proceeding concerns the unit placement of the Employer's chief engineer, we shall dismiss the petition as such, and shall hereafter treat it in the nature of a request to amend the existing certification by excluding from the certified unit the classification of chief engineer.<sup>3</sup>

The chief engineer prepares the work schedules for the three engineers and technicians employed by the Employer at its radio station and assigns those employees to special jobs away from the station as they are needed. His pay is higher than theirs. The chief engineer has also granted time off to engineers and technicians and has made effective recommendations with respect to their hiring. As the foregoing, and the record as a whole, shows that the chief engineer possesses and exercises supervisory powers, we find him to be a supervisor as defined in the Act, even though the classification of chief engineer was included in the unit covered by the bargaining contract referred to above.<sup>4</sup>

On the basis of all the foregoing, we shall amend the certification issued in Case No. 32-RC-286 so as to exclude the classification of chief engineer from the certified unit.

### Order

IT IS HEREBY ORDERED that the certification of representatives issued in Case No. 32-RC-286 on January 16, 1951, be, and it hereby is, amended so that the certified unit shall exclude the classification of chief engineer.<sup>5</sup>

AND IT IS FURTHER ORDERED that the petition filed in this case be, and it hereby is, dismissed.

<sup>3</sup> Cf. *Tide Water Associated Oil Company*, 101 NLRB 570; *Bausch and Lomb Optical Company*, 92 NLRB 139.

<sup>4</sup> *West Virginia Pulp & Paper Company*, 89 NLRB 815.

<sup>5</sup> This is not to be construed as a new certification.

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LOS ANGELES EVENING HERALD AND EXPRESS DIVISION OF HEARST PUBLISHING COMPANY, INC. and NEWSVENDORS LOCAL INDUSTRIAL UNION No. 75, CIO, PETITIONER. *Case No. 21-RC-2514. January 9, 1953*

### Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Daniel J. Harrington, 102 NLRB No. 21.