

We know you will clearly understand that we are including you in the profit-sharing pool and inviting you to the annual outing on a temporary and provisional basis and in the light of what we feel are the larger circumstances which should prevail.

Whether or not a bonus can be paid to you in our next profitable quarter will depend on unresolved circumstances that may affect our relationship. So we say to you again, we hope that you will be inclined to sympathetically endeavor to understand our problems as we are trying to understand yours.

Very truly yours,

(signed) C. M. BISHOP, *President*

CMB/a

Encl.

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A. O. SMITH CORPORATION, AIR FRAME COMPONENT DIVISION *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, C. I. O., PETITIONER

A. O. SMITH CORPORATION, AIR FRAME COMPONENT DIVISION *and* DISTRICT NO. 6, INTERNATIONAL ASSOCIATION OF MACHINISTS, A. F. OF L., PETITIONER. *Cases Nos. 3-RC-1087 and 3-RC-1090. February 5, 1953*

### Decision and Direction of Election

Upon separate petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before Hymen Dishner, 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 Styles and Peterson].

Upon the entire record in these cases, 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.

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. Both Petitioners seek a unit of production and maintenance employees at the Employer's plant. The Employer agrees that such a unit is appropriate but, contrary to the Petitioners, would exclude from the unit all salaried plant clericals,<sup>1</sup> contending that their interests, employee benefits, and working conditions differ from those of

<sup>1</sup> There are also some hourly paid plant clericals, who all parties agree should be included in the unit.

the other employees in the proposed unit, all of whom are hourly paid.

The salaried plant clericals are paid on the same basis and have the same classifications and salary range as the office clericals, whom all parties would exclude. These salaried employees are not docked for time off, are not paid shift premiums, and receive their pay biweekly, whereas hourly rated employees are paid shift premiums, are docked for time off, have a different vacation plan, and receive their pay weekly. All employees at the plant are eligible to participate in pension and insurance plans.

The disputed plant clericals consist of timekeepers, expeditors, junior clerks, senior clerks, clerk-typists, and stenographers. The timekeepers are supervised by the chief accountant in the accounting department, but work full time in the plant area where they compute the time tickets of the production and maintenance employees, which are forwarded to the accounting department to be used in making up the payroll. They work the same hours as do the production and maintenance employees.

The expeditors are assigned to the production control department where they are supervised by the head of that department. They have the task of maintaining the flow of materials through the plant. In order to do this, they must know the location of materials at all times and see that they arrive in the various departments as needed. In addition, they keep production records. While they work both in the office and in the plant, the nature of their duties requires considerable contact with the production and maintenance employees.

The junior clerks, senior clerks, clerk-typists, and stenographers who work in the plant are supervised by the heads of the various production and maintenance departments to which they are assigned. They spend full time working in the plant, performing the usual clerical duties in the departments to which they are assigned. While the Employer's personnel manager stated that he expects interchange between these employees and the office clericals, there is no evidence in the record that any interchange has occurred.

The fact that the plant clericals are salaried and the other differences cited above between their remuneration and that of the hourly rated employees do not preclude their inclusion in the unit.<sup>2</sup> We consider more significant the fact that all of these employees spend a substantial part of their time in plant areas and are in frequent contact with the production and maintenance workers. We find therefore that their interests are sufficiently allied to those of the production and maintenance employees to be included in the proposed unit.<sup>3</sup>

<sup>2</sup> *Watson-Flagg Machine Co.*, 83 NLRB 734; see *Southern Alkali Corporation*, 84 NLRB 120.

<sup>3</sup> *National Cash Register*, 95 NLRB 27; *Watson-Flagg Machine Co.*, *supra*.

Accordingly, we find the following unit of employees at the Employer's Rochester, New York, plant appropriate for purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All production and maintenance employees, including plant clericals, but excluding office clericals, all employees in the bargaining unit represented by the Technical Engineers Association,<sup>4</sup> guards, professional employees, and all supervisors as defined in the Act.

5. The Employer contends, contrary to the Petitioners, that an election should not be directed at this time because its plant is not yet in production and it does not presently employ a substantial and representative complement of employees. This issue was before us in a previous case<sup>5</sup> involving the same parties and plant, and we there found, on the basis of the record then before us, that an election at that time would be premature, and accordingly dismissed the petitions. At the time of the hearing<sup>6</sup> in that case, the Employer had 220 production and maintenance employees, and stated that it planned to add 1,000 more such employees at the rate of approximately 130 per month until the first quarter of 1953, when it expected to reach its full complement and enter production. It also expected the arrival and installation of necessary equipment and completion of plant rehabilitation by the end of the first quarter of 1953. At the hearing in the instant case,<sup>7</sup> it developed that most of the Employer's expectations had changed substantially since the hearing in the former case, including postponement of the expected dates for completion of plant rehabilitation, arrival of machinery, and commencement of production, and reduction in the expected size of the full plant complement.

The Employer gives a number of reasons why it had been forced to change its plans, including (1) changes in specifications of the product by the Boeing Aircraft plant, for which it will produce under contract; (2) the addition of new products to be manufactured at its plant; (3) a stretch-out in the Air Force buildup program; (4) failure of contractors to deliver machinery and complete plant rehabilitation on schedule; and (5) difficulties in recruiting skilled employees to work in the plant. The Employer admits that these factors as well as others may well cause further postponement in its expected schedule of operations.

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<sup>4</sup> Although disagreeing as to the coverage of the Association's contract, the parties agree to exclude from the proposed unit all employees in the Association's contract unit. In view of the meagerness of the record on this point, and as it is a matter which can readily be settled by the parties themselves, or after hearing on challenges to ballots cast in the election directed herein, we shall not attempt at this time to resolve the dispute among the parties as to whether *all* technical clerical clerks and the *entire* tool design department are covered by the Association's contract. (Certain supplementary information furnished to the hearing officer after the close of the hearing by agreement of the parties does not enable us to resolve these questions.)

<sup>5</sup> *A. O. Smith Corporation, Air Frame Component Division*, 100 NLRB 1379.

<sup>6</sup> June 10, 1952.

<sup>7</sup> The date of the hearing was December 2, 1952.

It appears from the record that at the time of the hearing the Employer had 365 production and maintenance employees currently employed. It now expects to add only 300 more such employees to its present complement, of which 150 would be employed by June 1953 when it expects that plant rehabilitation will be completed, all machinery will be installed, and production will commence. It made no prediction as to when the remaining 150 employees would be added. In addition, it appears that, of over 20 job classifications which will definitely be filled, there are currently employees in all but 2 of the classifications.<sup>8</sup> At present, although the Employer is not producing finished products for shipment, it is producing parts and components for test purposes and for stockpiling.

We find, therefore, upon the entire record, that the present group of employees is a substantial and representative segment of the employees to be employed by June 1953, when the Employer expects to commence production.<sup>9</sup> In any event, in view of the speculative nature of the Employer's future expansion, we find that no further delay in granting to the employees an opportunity to choose a bargaining representative is warranted, and we will direct an immediate election.<sup>10</sup>

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

<sup>8</sup> This is in contrast with the situation found to exist in the prior case involving this plant, where the Board found that the Employer expected to add a *substantial* number of new classifications and skills.

<sup>9</sup> *General Motors Corporation*, 82 NLRB 876.

<sup>10</sup> *General Motors Corporation*, 94 NLRB 217. The Employer argues that because it is not yet in production, an election is not proper at this time. We do not agree that this is a controlling factor. See *Ford Motor Company*, 96 NLRB 1075; *West Coast Loading Company*, 101 NLRB 295.

WHEATLAND ELECTRIC COOPERATIVE, INC. and INTERNATIONAL UNION  
OF OPERATING ENGINEERS, LOCAL No. 646, AFL. *Case No. 17-CA-468. February 6, 1953*

### Decision and Order

On June 18, 1952, Trial Examiner Stephen S. Bean issued his Intermediate Report in this case, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter the Respondent and the General Coun-