As to the machinist B who works in the toolroom, we indicated that he spends most of his time in the toolroom adjacent to the machine shop issuing supplies to mechanical and production department employees. The stipulations show that he spends 75 percent of his time in the toolroom and that most of his work there consists of issuing tools and parts to machine-shop employees. The rest of his time is spent assisting the machinists and electricians in the mechanical department. Concerning the mechanic's helper who assists the foregoing machinist B, the parties stipulated that he spends 25 percent of his time cleaning the machine shop and 50 percent of his time in the toolroom where he, too, issues tools and parts mostly to the machinists. The rest of his time is spent checking and repairing fire equipment in the plant. We find from these facts that the machinist B and his assistant, the mechanic's helper, are part of the machine-shop force and shall include them in the unit.

Pursuant to the foregoing findings, we hereby amend the unit description in Case No. 20–RC–1844 so that the appropriate unit in that case is as follows:

All employees in the machine shop of the mechanical department at the Employer's Richmond, California, plant including the head mechanic, all machinists A including the machinist A who repairs lift trucks, the pipefitter, the welder, the carpenter, all machinists B including the machinist B who works in the toolroom, the maintenance man (oiler), and the mechanic's helper, but excluding the maintenance man who sweeps the factory, the machinist A, welder, and tour boss who are presently supervised by the mill superintendent, and all other employees and supervisors as defined in the Act.

CHAIRMAN HERZOG and MEMBER PETERSON took no part in the consideration of the above Supplemental Decision.

AIRCRAFT ENGINE SERVICE, INC. *and* TRANSPORT WORKERS UNION OF AMERICA, CIO, PETITIONER. *Case No. 10–RC–2107. February 12, 1953*

Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before John H. Garver, 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].

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 employees of the Employer.

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:[1]

The Petitioner seeks to represent employees of the Employer at Miami International Airport, Miami, Florida. The Employer and the Intervenors contend that the scope of the unit should be broadened to include employees of 3 other companies because of the common control and integration of operations of all 4 companies.

The Employer and 3 other companies, L. B. S. Aircraft Corp., Aerodex, Inc., and Aerosmith, Inc., hereinafter referred to as LBS, Aerodex, and Aerosmith, respectively, are primarily engaged in the overhaul, modification, and sale of aircraft and component parts, and are located in hangars, buildings, and shops at Miami International Airport.[2] Although separate entities, all 4 companies have the same directors, and 1 individual, L. B. Smith, is the chairman of each board of directors and owns a majority of stock in each company except the Employer, which is wholly owned by LBS. Aerodex, the oldest of the 4 companies, works on military aircraft, exclusive of engines and certain accessories; LBS, formed late in 1949, handles nonmilitary aircraft, but does not overhaul engines for scheduled aircraft; Aerosmith, recently organized, specializes in the overhaul of accessories and the manufacture of certain components, such as aircraft seats; and the Employer, acquired in January 1952, is the only company which does major overhaul of engines for scheduled aircraft.[3] The Employer's operations are performed in a building which it shares with its lessor and parent, LBS, and over half of the Employer's work is done for LBS.[4]

Although the Employer has its own bank account and carries its employees on a separate payroll, it, like the other 3 companies, is served by a central administrative office in such matters as personnel,

[1] Aircraft Workers Association and International Association of Machinists, Lodge 613, herein referred to as the Association and the Machinists, respectively, and as the Intervenors, collectively, and the Employer moved to dismiss the petition herein. The motions are granted for the reasons appearing below.

[2] Aerodex has about 700 employees, LBS 120, Aerosmith 46, and the Employer 64.

[3] In June 1951 a contract was entered into between Aerodex and the Association. The contract, although not expressly covering LBS, which was then in existence, was extended informally in some respects to LBS, and later to the other companies after their formation. In June 1952 the contract was amended to provide a 5-cent per hour wage increase, which increase was subsequently granted to the employees of LBS and the Employer.

[4] The Employer does some of its work for Aerodex.

purchasing, sales, security, and accounting. Each of the 5 companies has a plant manager in immediate charge of its operations, and there is a general manager with responsibility for overall management of all 4 companies, including determination of labor policies. Each week the general manager and his administrative staff meet with the 4 plant managers to discuss policy and matters of mutual concern, and once a month the general manager and the plant managers meet with officials of the Association to discuss matters affecting labor policy. The plant managers handle discipline, grievances, discharges, and other personnel matters of those working under their direction,[5] but all matters affecting the status of employees are processed through the central personnel office.

Although the Employer's engine overhaul must meet higher standards than similar overhaul done by LBS, the 2 companies have common work classifications, and approximately 80 percent of the production and maintenance employees in each of the 4 companies are all-round aircraft mechanics, some with aircraft and/or engine mechanic licenses, and others without licenses. Of the Employer's mechanics, 25 out of 40 are licensed. Each company has a substantial number of licensed mechanics of both types, and the policy is to maintain a stable ratio of licensed to unlicensed mechanics in each company. About 60 percent of the Employer's mechanics have been acquired through transfers from Aerodex and LBS, and most of LBS's mechanics came from Aerodex. Furthermore, arrangements are frequently made through the general manager for temporary loans of employees between companies when need arises.

It further appears that employees of all four companies have similar working conditions. They work generally the same hours and have approximately the same pay scale and overtime rate; workmen's compensation claims are processed through a central first-aid station; all utilize the same hospitalization plan and avail themselves of the same credit union, first-aid stations, and restrooms; and there is one employee paper and a bowling league. Seniority is applied on a multi-company basis as to vacations, promotions, pay raises, and workmen's compensation, but not as to layoffs.

In the light of the foregoing, particularly the integrated operations, single ownership, common control and determination of labor policies, same geographical location, central hiring, interchange of employees, common working conditions, and the absence of an established pattern of bargaining on a separate company basis, we find that a unit limited to the Employer's employees is not appropriate, but that the appropriate unit should embrace the employees of all four companies.

[5] The plant managers have no power to hire. They requisition needed employees from the central personnel office, and may accept or reject applicants sent to them for interview.

Although the Petitioner stated at the hearing that it would accept any unit found appropriate, its showing of interest in the appropriate unit is not sufficient to warrant holding an election, and the Intervenors stated at the hearing that they did not want an election at this time. Accordingly, we shall dismiss the petition.[6]

Order

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

[6] *Ross Lumber Company*, 94 NLRB 636.

GOODYEAR CLEARWATER MILL NO. 2, PETITIONER *and* TEXTILE WORKERS UNION OF AMERICA, CIO *and* UNITED TEXTILE WORKERS OF AMERICA, AFL. *Case No. 10–RM–93. February 12, 1953*

Decision and Order

Pursuant to a "Stipulation for Certification Upon Consent Election," an election by secret ballot was conducted on March 14, 1952, under the direction and supervision of the Regional Director for the Tenth Region. Following the election, a tally of ballots was furnished the parties.[1] The tally shows that of approximately 1,298 eligible voters, 1,158 cast valid ballots, of which 455 were for the CIO, 213 were for the AFL, and 485 were against either participating union. There were 5 challenged ballots.

On March 21, 1952, the AFL filed timely objections to conduct affecting the results of the election. The Regional Director investigated the objections and on May 15, 1952, issued and duly served upon the parties a report on objections, in which he recommended that the objections based on allegations 4, 5, 6, 7, 8, 9, 14, 15, 16, and 17 be found to be without merit and that they be overruled, and that, in the event that the Board did not as a matter of law sustain objection 11, the Board direct a hearing on objections with respect to the remaining issues concerning which the Regional Director could not resolve the credibility issues. On May 26, 1952, the Employer filed exceptions to the Regional Director's report. On May 29, 1952, the AFL filed a statement in support of the Regional Director's report and recommendations and exceptions thereto.

On June 11, 1952, the Board ordered a hearing on objections numbered 1, 2, 3, 10, 12, and 13, directing that the hearing officer prepare and cause to be served upon the parties a report resolving questions

[1] Textile Workers Union of America, CIO, and United Textile Workers of America, AFL, are referred to as CIO and AFL, respectively.