WORTHINGTON CORPORATION *and* INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL, PETITIONER *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, LOCAL LODGE NO. 603, OF OIL CITY, PA., OF DISTRICT LODGE 83, AFL.[1] *Cases Nos. 6–RC–1196, 6–RC–1198, and 6–RC–1199. April 7, 1953*

Decision, Order, and Direction of Elections

Upon separate petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before W. G. Stuart Sherman, 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 National Labor Relations Act, the Board has delegated its powers in connection with these cases 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 National Labor Relations Act.

2. The labor organizations named below claim to represent certain employees of the Employer.

3. The Intervenor and the Employer contend that their contract of November 9, 1952, covering all production and maintenance employees at the Employer's plant in Oil City, Pennsylvania, including those sought by the Petitioner, is a bar to the petition.[2] The Petitioner contends that this contract is a premature extension of a prior contract between the parties and hence is not a bar.

On February 12, 1951, the Employer and the Intervenor executed a contract, to terminate on February 15, 1953, which contained a 60-day automatic renewal clause and a provision for wage reopening during the contract term. Before December 15, 1951, the Intervenor notified the Employer that it wished to negotiate new wage provisions. Negotiations lasted until November 9, 1952, when the present contract was

[1] The International Moulders and Foundry Workers Union, Local No. 148, AFL, appeared at the hearing for the purpose of protecting its interest as bargaining representative of the foundry employees at the Employer's plant, not involved in the instant proceeding. However, it did not intervene.

[2] The Employer, in addition, contends that the petitions should be dismissed because the employees in the proposed units helped negotiate and ratified the existing contract, and are therefore estopped to challenge the effectiveness of this contract as a bar. We find no merit in this contention. The premature extension rule, involved in the instant proceeding, rests on the proposition that the parties to a collective-bargaining agreement cannot forestall a change of representatives beyond a reasonable term. *Gimbel Brothers, Inc.*, 87 NLRB 449. The hearing officer overruled an offer of proof that the employees helped negotiate and ratified the contract. In view of the foregoing, we find the hearing officer's ruling was correct.

executed, providing for new wage rates and extending the prior contract until June 1, 1954. The three instant petitions were filed on December 10, 1952.

It is clear that the new contract is a premature extension of the prior contract. As the instant petitions were filed before the automatic renewal date of the old contract, neither contract may operate as a bar to the petitions.[3] We find, therefore, that a question affecting commerce exists concerning the representation of certain 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 three separate craft units at the Employer's plant. The Employer and the Intervenor contend that only a production and maintenance unit is appropriate because the employees sought lack the requisite craft skills to be granted severance and also because of the integration of the alleged craft functions with the production processes at the Employer's plant.[4] We shall now consider the appropriateness of the units proposed by the Petitioner.

Maintenance Electricians (Case No. 6–RC–1196)

The Petitioner requests a unit composed of all electricians and electrician learners and helpers at the Oil City plant, where the Employer manufactures pumps and compressors. The electricians are in the plant engineering and plant maintenance division, 1 of the 4 divisions at the plant. They are separately supervised by the electrical foreman, who has an office in the electrical shop where they report to work in the morning. Over 90 percent of the electricians' time is spent on electrical maintenance or repair work; production work accounts for the remainder of their time.[5] Their duties require them to work at different places through the plant.

Although there is no apprenticeship program for electricians at the plant, an informal training program exists. The more skilled electricians teach those less skilled than themselves, class A electricians being considered the most skilled. As the electricians become more proficient in their craft, they are promoted from learner to class C and so on up. The Employer requires a minimum of 2 years' electrical experience before it classifies an employee as a class

[3] *Sprague Electric Co.*, 98 NLRB 533.

[4] The Employer further contends that only a production and maintenance unit is appropriate because of the long history of collective bargaining on this basis. It is the Board's policy to grant self-determination elections to craft groups wherever appropriate, even though there has been a history of collective bargaining on a broader basis. *Ford Motor Co.*, 96 NLRB 1075.

[5] The Employer contends that the electricians spend about 45 percent of their time working in close conjunction with the millwrights on crane repairing The record fails to substantiate this contention. Furthermore, this factor alone is not sufficient to deny a self-determination election for the electricians.

C electrician, and 3 years' minimum experience to be classified as a class B or class A electrician. Several of the electricians have had at least 5 years' experience in their craft. The electricians use the usual tools of their craft, most of which they furnish themselves. They have their own seniority provisions; they also receive straight-time hourly wages, while the production employees receive an incentive rate of pay.

In view of the foregoing, and upon the entire record, we find that the electricians constitute a distinct craft group and may appropriately be in a separate unit if they so desire.[6]

Electrical Crane Repairmen (Case No. 6–RC–1198)

The Petitioner seeks a unit of all electrical crane repairmen. The Employer and the Intervenor contend that the employees sought by the Petitioner are in reality millwrights and are so classified by the Employer, and that as there are other millwrights in the plant, these employees are but a segment of a craft group. The three electrical crane repairmen are, in fact, classified as millwrights, class A and class B, and the third is classified as a millwright learner. We find that the three electrical crane repairmen spend most of their time in repairing cranes and small hoists. They also repair elevators and other equipment. Most of their repair work on cranes is electrical in nature.[7] The crane repairmen are supervised by the foreman of the maintenance department, who also supervises other millwrights as well as other employees. However, they generally do not receive instructions from the foreman, but one of their number, the class A millwright, who acts as group leader, determines, on his own initiative, the work to be done by himself and the other two crane repairmen. The crane repairmen have the same terms and conditions of employment as the other millwrights, including wages, hours, vacation benefits, and separate seniority. They are aided at times by the latter in the mechanical, but not electrical, repair of cranes, as the other millwrights are not qualified to do this type of electrical repair. When there is no repair work to be done on the cranes, the repairmen are assigned to general millwright work by the maintenance foreman.

The group leader of the crane repairmen has been so employed for about 2 years and is capable of handling the routine electrical repair duties on cranes. The second repairman, classified as a class B millwright, was first transferred to his present position 4 weeks before the instant hearing. The third crane repairman, who is classified as a

[6] *Schwein Engineering Company*, 101 NLRB 662.

[7] The evidence was contradictory as to how much of their work was electrical in nature, the estimates running from 50 to 90 percent.

millwright learner, had been employed at his present job for only about 5 months at the time of the hearing.

In view of the foregoing, and on the basis of the entire record, we find that the proposed unit of electrical crane repairmen is inappropriate as it comprises only a segment of a craft group.[8] Accordingly, we shall dismiss the petition.

Powerhouse Employees (Case No. 6–RC–1199)

The Petitioner seeks a unit of all powerhouse engineers and firemen in the powerhouse at the Oil City plant. The powerhouse is located in a separate section of the plant, apart from other departments. The employees in the powerhouse are supervised by the plant engineer, who supervises all plant maintenance and repair employees. A knowledge of electricity, boilers, and such engines as rotary converters, air compressors, and gas and steam engines is necessary in order to be qualified as a powerhouse engineer. Firemen working in the powerhouse often require 2 to 3 years' training before they are capable of assuming the duties of engineers. Employees in the powerhouse have little contact with other plant employees. As it appears that these employees form a distinct homogeneous group of a type traditionally granted separate representation, we find that these employees may, if they so desire, constitute a separate appropriate unit.[9]

Accordingly, we shall direct that separate elections be held among the following voting groups at the Employer's Oil City, Pennsylvania, plant, excluding from each group all other employees and supervisors as defined in the Act.

1. All electricians, classes A, B, and C, and electrician learners and helpers.

2. All powerhouse engineers, the chief engineer,[10] firemen, and relief firemen.

If a majority of the employees in either of the voting groups vote for the Petitioner, they will be taken to have indicated their desire to be represented in a separate unit, and the Regional Director conducting the elections directed herein is instructed, in that event, to issue a certification of representatives to the Petitioner for such unit, which the Board, under the circumstances, finds to be appropriate for purposes of collective bargaining. If, however, a majority of the employees in either of the voting groups vote for the Intervenor, they

[8] See *Permanente Metals Corporation*, 82 NLRB 692.

[9] See *Worthington Pump and Machinery Corporation*, 93 NLRB 527, where the Board granted a self-determination election to a unit of powerhouse employees at another plant of the Employer.

[10] The parties stipulated that the chief engineer employed in the powerhouse is not a supervisor. As the record shows that this employee does not have any of the attributes of a supervisor within the meaning of the Act, we shall include him in the voting group.

will be taken to have indicated their desire to remain part of the existing production and maintenance unit, and the Regional Director is instructed to issue a certificate of results of election to such effect.

Order

IT IS HEREBY ORDERED that the petition filed in Case No. 6–RC–1198 be, and it hereby is, dismissed.

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

KITTY CLOVER, INC. *and* UNITED PACKINGHOUSE WORKERS OF AMERICA, CIO. *Cases Nos. 17–CA–441, 17–CA–442, 17–CA–447, and 17–CA–455. April 8, 1953*

Decision and Order

On September 30, 1952, Trial Examiner Robert E. Mullin issued his Intermediate Report in the above-entitled proceeding, finding that 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 filed exceptions to the Intermediate Report, a supporting brief, and request for oral argument. Inasmuch as the record, in our opinion, adequately reflects the issues and the position of the parties, the request is hereby denied.

The Board [1] has reviewed the rulings made by the Trial Examiner and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the Respondent's exceptions and brief, and the entire record in the case and hereby adopts the findings,[2] conclusions, and recommendations of the Trial Examiner with the following additions and modifications.

---

[1] Pursuant to the provisions of Section 3 (b) of the Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Styles and Peterson].

[2] In finding that the discriminatory enforcement of plant rules after June 1, 1951, Superintendent McFadden's surveillance of the union meeting about June 1, 1951, and Nykiel's statements to Bell, Marasco, and Koesters (see footnote 12 of the Intermediate Report) were unlawful, the Trial Examiner inadvertently omitted to find that by such conduct the Respondent violated Section 8 (a) (1) of the Act. We so find.

The Trial Examiner also omitted to find that the Respondent's discriminatory suspension of Bell on June 19, 1951, and its discriminatory discharges of Moore and Gamerl on June 4, 1951, and of Galus on July 17, 1951, violated Section 8 (a) (3) and (1) of the Act. We so find.