

In the Matter of WISCONSIN TELEPHONE COMPANY and THE TELEPHONE
GUILD OF WISCONSIN—NATIONAL FEDERATION OF TELEPHONE
WORKERS

Case No. 13-R-3123.—Decided January 10, 1946

Mr. Francis J. Hart, of Milwaukee, Wis., for the Company.

Mr. Edwin R. Hackett, of Chicago, Ill., and *Mr. Ray F. Dwyer*, of Milwaukee, Wis., for the Guild.

Padway and Goldberg, by *Mr. Alfred G. Goldberg*; and *Mr. E. J. Fransway*, of Milwaukee, Wis., for the A. F. L.

Mr. Robert E. Tehan, of Milwaukee, Wis., for the Independent.

Miss Katharine Loomis, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

Upon a petition duly filed by The Telephone Guild of Wisconsin—National Federation of Telephone Workers, herein called the Guild, alleging that a question affecting commerce had arisen concerning the representation of employees of Wisconsin Telephone Company, Milwaukee, Wisconsin, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Leon A. Rosell, Trial Examiner. The hearing was held at Milwaukee, Wisconsin, on August 21 and 23, 1945. The Company, the Guild, International Brotherhood of Electrical Workers, A. F. L., herein called the A. F. L., and Independent Union of Telephone Operators, herein called the Independent, appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded opportunity to file briefs with the Board.

65 N. L. R. B., No 68.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Wisconsin Telephone Company, a Wisconsin corporation having its principal office in Milwaukee, Wisconsin, is a wholly owned subsidiary and associate of American Telephone and Telegraph Company, a corporation. The latter company and its associate companies are popularly known as the Bell System. .

The Company is engaged in the business of furnishing local and long distance telephone communication service throughout the State of Wisconsin where it owns and operates approximately 95 exchange offices. In the operation of its system, the Company maintains connections with the facilities of several hundred exchanges in the State owned by other companies. In addition to furnishing local service, the Company, as an integral part of the Bell System, furnishes subscribers with long distance service to all parts of the United States and to several other countries.

During peacetime years the Company's total annual purchases of materials and equipment amounted in value to more than \$1,000,000, of which amount 50 percent represented purchases made outside Wisconsin. During 1944, the Company's operating revenues exceeded \$25,000,000, more than 10 percent of which was derived from furnishing interstate service.

We find, and the Company does not deny, that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

The Telephone Guild of Wisconsin, affiliated with the National Federation of Telephone Workers; International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor; and Independent Union of Telephone Operators, unaffiliated, are all labor organizations admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

At the hearing the Company stated that it refused, without Board certification, to recognize the Guild as the bargaining agent for employees in the unit the Guild seeks, since it is presently bargaining with the Independent and the A. F. L. for some of these employees. .

The relations between the Independent and the Company

The Independent, under its contract of October 25, 1942,¹ and former contracts with the Company,² represented certain employees of the Company's Traffic Department at all the Company's exchanges except those located at Racine, Kenosha, Janesville, and Superior. The October 1942 contract provided that "it shall continue until June 1, 1944, and thereafter shall continue from year to year unless terminated as hereinafter provided." The provision for termination read as follows: "Either party shall have the right to terminate this agreement at the end of the first period, or any subsequent yearly period, by giving to the other party notice in writing, on or before sixty (60) days prior to the expiration of the then current term." By letter dated March 24, 1944, the Independent notified the Company that it desired "to terminate the present agreement and to negotiate a new contract to become effective as of June 1, 1944." Thereafter, on May 31, 1944, the Company and the Independent entered into a supplemental agreement which provided that, notwithstanding the cancelation of the contract of October 25, 1942, "the Company and the [Independent] agree that the terms and provisions of said canceled contract shall govern the relations of the parties until either a new labor agreement is voluntarily entered into between the Company and the [Independent] or in the event a dispute has been submitted to it the War Labor Board decides the disputed issues and orders terms and conditions of employment which shall govern the relations of the parties." On August 1, 1944, the parties submitted certain issues in dispute between them to the War Labor Board. In September 1944 the Guild, the Independent, and the Company entered into a consent election agreement in regard to the employees at the Racine and Kenosha exchanges whereby these employees were to cast ballots in two separate voting groups, each limited to an exchange, and if either group chose the Independent it would be considered as part of the unit then bargained for by the Independent. Elections were held, pursuant to this agreement, on September 14, 1944, as a result of which the Independent was chosen as the bargaining representative for both groups of employees.³

Thereafter, during February 1945, a series of hearings was held before the National Telephone Commission of the War Labor Board in regard to wage issues in dispute between the Independent and the Company, these parties having agreed to attempt to resolve the non-wage issues themselves. On April 9, 1945, the Independent and the Company having reached an agreement on the non-wage issues, a doc-

¹ The contract, although "deemed to be effective" as of October 25, 1942, was not executed until January 8, 1943.

² The Independent entered into its first contract with the Company in 1939.

³ Case No. 13-R-2538.

ument designated as a memorandum agreement was executed between them with respect to these issues. This agreement had no termination date. It was stated therein: "Item 7 relating to demand that all provisions of the last contract not in conflict with present demands or agreements be incorporated in a new draft was originally a Union demand which has been agreed to by the Company."⁴

On May 31, 1945, the Guild filed its petition in the instant proceeding.

On July 9, 1945, the National Telephone Commission of the War Labor Board issued a Directive Order dated June 21, 1945, in which it decided the dispute between the parties, and ordered that "the following terms and conditions of employment shall govern the relations between the parties." It provided that "the foregoing terms and conditions shall be incorporated in a signed agreement reciting the intention of the parties to have their relations governed thereby" and also that "the contract between the parties shall run for 1 year from the date of this directive order."

After September 1944 the parties, in discussing and negotiating with respect to the issues in dispute, included the employees at Racine and Kenosha as part of the unit represented by the Independent and the War Labor Board's Directive Order included those employees as part of the group of employees covered by it.

The Independent contends in its brief that at the time of the hearing a contractual relationship existed between it and the Company, the relationship being based upon the "unchallenged portions" of the October 1942 agreement, the provisions of the memorandum agreement of April 9, 1945, and the terms and conditions of the Directive Order of the War Labor Board under date of June 21, 1945. It further contends that "on May 31, 1945, when petitioner filed, and on August 21 and 22, 1945, the days of the hearing, there was in existence" between it and the Company "a contract which by its terms, exists from June 1, 1944 to June 21, 1945, and that such contract is a bar to a present determination of representation." In addition, it urges that, despite the fact that it has negotiated prior bargaining contracts with the Company, the reasoning underlying the Board's decisions in the *Allis-Chalmers*⁵ and *Taylor Forge*⁶ cases should govern the decision here.

On March 24, 1944, the Independent gave seasonable notice to the Company of its desire to cancel the October 1942 agreement, thus terminating it as of June 1, 1944, and preventing the operation of the automatic renewal clause. The supplemental agreement of May 31,

⁴ The agreement of April 9, 1945, also stated:

This memorandum heretofore made has specifically disposed of Items 1 to 19, inclusive, and shall be the basis of a stipulation to be sent to the War Labor Board advising said Board that the only items of dispute between the Company and the Union are Items 20 to 30, inclusive

⁵ *Matter of Allis-Chalmers Manufacturing Company*, 50 N. L. R. B. 306

⁶ *Matter of Taylor Forge and Pipe Works*, 58 N. L. R. B. 1375

1944, was of indefinite duration, and the memorandum agreement of April 9, 1945, was made in furtherance of the understanding underlying the 1944 supplemental agreement and was for the same uncertain term. Therefore, when the Guild filed its petition on May 31, 1945, there was no contract in existence between the Independent and the Company which could constitute a bar to this proceeding.⁷ Assuming that the War Labor Board's Directive Order of June 21, 1945, was tantamount to an agreement it was issued and hence was not "made" until after the Guild's petition was filed. Consequently, it is no bar.⁸ Moreover, it merely directed the parties to execute an agreement in the future and did not, in itself, actually constitute a contract.

Nor are we persuaded by the Independent's contention that the reasoning underlying our decision in the *Allis-Chalmers* case leads to a similar conclusion here. There, the initial bargaining efforts of a newly certified representative had resulted in prolonged proceedings before the War Labor Board and we dismissed the petition of a rival union.⁹ The principle enunciated in that case is applicable only in cases concerning newly recognized or newly certified bargaining representatives who have had no real opportunity to function effectively as exclusive bargaining agents, inasmuch as their initial bargaining efforts, following recognition or certification, have resulted in proceedings before the War Labor Board.¹⁰ It is clear that the Independent is not such a newly certified or newly recognized agent, as it has bargained under successive contracts since 1939 for all the employees it represents, except those at Racine and Kenosha.¹¹

The relations between the A. F. L. and the Company

The A. F. L. has, since 1939, represented the Traffic Department employees of the Company at Janesville and Superior in two separate units.¹² It claims that there are in existence contracts covering

⁷ A contract of indefinite duration does not constitute a bar to a representation proceeding. See *Matter of International Harvester Company, Canton Works*, 61 N. L. R. B. 1199

⁸ See *Matter of The Liquid Carbonic Corporation*, 38 N. L. R. B. 1065, and *Matter of Globe Mills, Inc.*, 41 N. L. R. B. 94.

⁹ In *Matter of Taylor Forge & Pipe Works*, *supra*, we dismissed the petition of a rival union under similar circumstances.

¹⁰ See *Matter of General Metals Corporation*, 59 N. L. R. B. 1252

¹¹ No contention is made that the *Allis-Chalmers* doctrine is applicable to the Racine and Kenosha employees as a separate group. Nor would such a contention have merit, for these employees were merged in 1944 into the larger unit then represented by the Independent, and, as hereinafter noted, the Independent agrees that they form part of a more comprehensive grouping.

¹² In a prior representation proceeding concerning the Company's employees the Board found that the Traffic Department employees at the Company's Racine, Kenosha, Janesville, and Superior exchanges, respectively, constituted separate appropriate units and certified the A. F. L. as the bargaining representative in all four units. See 12 N. L. R. B. 375. Shortly thereafter, the A. F. L. and the Company entered into bargaining contracts with respect to the Janesville and Superior units. Despite its certifications in the Racine and Kenosha units, the A. F. L. never bargained for the employees therein, and, as noted above, they chose the Independent as their bargaining agent in 1944, when they became part of a larger unit represented by the Independent at that time.

the employees in each of these units which bar the instant proceeding insofar as it concerns these employees.

The latest contract between the A. F. L. and the Company concerning the unit at Janesville¹³ stated that it "shall take effect" on October 25, 1942,¹⁴ "for the period up to and including" February 29, 1944, "and shall continue in full force and effect from year to year thereafter unless written notice is given by either party" on or before 90 days prior to the "expiration of the then current term, requesting that the Agreement be canceled or amended." The agreement further provided that "if one party notifies the other that it wishes amendments made to this Agreement, then either party shall have the right to submit to the other party in writing within the first thirty (30) days of the ninety (90) days aforesaid, the contents of the proposed amendments. Negotiations on any proposed amendments shall begin as soon as practicable after receipt of the written list of amendments desired and in any case not less than forty-five (45) days prior to the end of the then current term of the Agreement." By letter dated November 26, 1943, the A. F. L. notified the Company that it "once again desires to open said Agreement for further adjustments." In another letter dated December 5, 1943, it submitted amendments regarding wage increases and other changes "which we would like to have included in our new Agreement for the ensuing year."

It is plain that in 1943 the A. F. L. gave the Company timely notice of its desire to amend, thereby forestalling the automatic renewal of the contract. Although the A. F. L. indicates in its brief that a notice to terminate the agreement was necessary in order to bring it to an end, this is contrary to the unequivocal terms of the contract. We find that the February 1943 contract does not preclude a current determination of representatives.

The latest contract between the A. F. L. and the Company concerning the unit at Superior¹⁵ provided in Article II that it "shall take effect" October 25, 1942,¹⁶ "for a period up to and including" April 1, 1944, and "shall continue in full force and effect from year to year thereafter unless written notice is given by either party hereto to the other, on or before ninety (90) days prior to the termination date of the initial period or prior to any annual expiration date thereafter, requesting that the Agreement be canceled or amended . . . If one party notified the other that it wishes amendments made to this Agree-

¹³ The A. F. L. represents the Janesville employees through Janesville Telephone Operators' Union, Local #B-969.

¹⁴ The contract was executed on February 16, 1943. We shall designate it herein as the February 1943 contract.

¹⁵ The A. F. L. represents the Superior employees through Superior Telephone Operators' Union, Local #B-201.

¹⁶ This contract was executed on April 20, 1943. We shall designate it herein as the April 1943 contract.

ment, then either party shall have the right to submit to the other party within the first sixty (60) days of the ninety (90) days aforesaid, the contents of the amendments desired." By its letters dated February 27, 1944, and February 28, 1944, the A. F. L. notified the Company that it wishes "further amendments" to the agreement between them and set forth requests for wage increases and other changes similar to those requested at Janesville. The Company, by letter of March 13, 1944, questioned whether notice had been given in conformity with the contract. However, in a letter dated March 22, 1944, one of its officials stated as follows: "In accordance with the terms of Article II, I am proposing the following amendments which it is desired to have included in our agreement."

The A. F. L., in giving notice of its desire to amend the April 1943 contract for the Superior unit, did not adhere strictly to the provisions of Article II of that contract in that its letters of February 27 and 28, 1944, did not give the required 90 days' notice "requesting that the agreement be canceled or amended." However, it is clear that the Company waived the 90 days' notice requirement in its letter of March 22, 1944, by its proposal of amendments "in accordance with the terms of Article II." Therefore, the April 1943 contract was terminated on April 1, 1944, the parties having effectively prevented the automatic renewal of the contract for another year. It is equally clear with respect to the April 1943 contract that, contrary to the assertion of the A. F. L., a flat notice to terminate was not required to end this agreement. We are, therefore, of the opinion that the contract of April 1943 does not constitute a bar to a present determination of representatives.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the Guild represents a substantial number of employees in the unit it alleges to be appropriate.¹⁷

We find, therefore, that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNIT; THE DETERMINATION OF REPRESENTATIVES

This proceeding is concerned solely with the employees of the Company's Traffic Department. The Traffic Department employees are distributed among the Company's 95 exchanges throughout the State of Wisconsin. The administration of the Traffic Department

¹⁷ The Field Examiner reported that the Guild submitted 1,667 application-for-membership cards, bearing the names of 1,420 employees, listed on the Company's pay roll of June 3, 1945. At the hearing the Guild submitted in evidence 491 additional application-for-membership cards.

There are approximately 4,707 employees in the alleged appropriate unit

The Independent and the A. F. L. relied upon their contracts as evidence of their interests in the proceeding.

is centralized in the general traffic manager's office in Milwaukee from which decisions on matters of policy affecting working conditions of employees emanate. The general traffic manager is the executive head of the Traffic Department. The Traffic Department is divided into eight districts, four of which are in Milwaukee and are headed by district traffic superintendents. The other four districts which comprise the rest of the State are headed by district traffic managers. The district traffic superintendents and district traffic managers report to the general traffic manager in Milwaukee.

The geographical scope of the unit or units

The Guild seeks a unit of all employees of the Company's Traffic Department including those at the Janesville and Superior exchanges. The Independent and the Company agree that the unit should include the Janesville and Superior employees. The A. F. L. contends that separate units at Janesville and Superior are appropriate.

The Company, in support of its position that the employees of its Janesville and Superior exchanges should be included in a State-wide unit, urges the functional coherence of operations at all exchanges throughout the State and the similarity in the duties of employees wherever located. Although the Independent states its belief that the unit should be coextensive with all the exchanges of the Company, it does not urge this position as strongly as the Company. The A. F. L. bases its contention for separate units at Janesville and Superior on the Board's prior finding of the appropriateness of such units.¹⁸ and the bargaining history based thereon.

The integration of operations at all exchanges indicates that the employees at Janesville and Superior might properly be represented in the unit considered appropriate by the Independent and the Company. However, each exchange operates with some degree of functional autonomy. This fact, the Board's previous unit determinations, and the history of collective bargaining since 1939 between the A. F. L. and the Company indicate that the employees at Janesville and Superior may also continue to bargain in separate units. Accordingly, we shall afford the employees in each of these two groups an opportunity to express their desires in self-determination elections before making a finding as to the appropriate unit or units.

The inclusion of non-central office employees

All parties agree to the inclusion of all central office employees of the Traffic Department. The Guild would include non-central office employees, whom the Independent and the Company would exclude because they have never been covered by the collective bargaining

¹⁸ See footnote 12, *supra*.

agreements existing between the Independent and the Company.¹⁹ The A. F. L. takes no position with regard to non-central office employees since it is interested only in the employees at the Janesville and Superior exchanges, which do not have any non-central office employees.

The central office or operating room employees work in the operating rooms of the central offices at the various exchanges of the Company²⁰ and come under the supervision of the chief operators. They are, for the most part, telephone operators, clerks, junior supervisors, and supervisors.²¹ The non-central office or non-operating room employees are largely comprised of administrative and clerical employees, matrons, and cooks. They do not work in the operating rooms nor come under the supervision of the chief operators. However, both central office and non-central office employees comprise the personnel of the Traffic Department; this department is a well-defined division of the Company; and all employees of this department are under the ultimate supervision of the general traffic manager. Under these circumstances, both central office and non-central office employees may properly be represented in one unit. But, inasmuch as non-central office employees were not included in prior bargaining contracts between the Independent and the Company, they might also constitute a separate bargaining unit. Therefore, we shall afford the non-central office employees an opportunity to express their desires in a self-determination election before making a finding as to the appropriate unit or units.²²

The composition of the voting group of non-central office employees

The parties are agreed that certain categories of non-central office employees should be excluded as confidential or supervisory employees. These employees are listed on Appendix A, annexed hereto. They are in dispute, however, as to certain other categories of non-central office employees. The Guild would include the disputed categories, whereas

¹⁹ In the contract of October 1942, discussed under Section III, *supra*, the Company recognizes the Independent as "the exclusive bargaining agency for the Company's Central Office employees" at certain of the Company's exchanges.

²⁰ Although at some places in the record "central office" appears to be used interchangeably with "exchange," the testimony of the general traffic manager makes clear that an exchange may include more than one central office, the city of Milwaukee being a single exchange with 17 or 18 central offices.

²¹ Supervisors and junior supervisors assist operators in the completion of calls. They do not have supervisory power over operators and do not possess disciplinary power nor the right to hire and discharge. They are not to be confused with employees designated as supervisory employees.

²² See *Matter of Pittsburgh Equitable Meter Company*, 61 N. L. R. B. 880, and *Matter of Eastern Tool & Mfg. Co., Inc.*, 61 N. L. R. B. 1315.

the Company contends that they should be excluded as supervisory or confidential employees.²³

The Company contends that the following employees are supervisory:

District and training instructors. The 11 district and training instructors instruct the chief operators in methods of training operators. They appear to be the intermediaries between the district traffic managers and the chief operators and to occupy a position in the Company's supervisory hierarchy at least equal to and probably higher than that of chief operator. Although these employees do not have authority to hire or discharge, they can recommend disciplinary action with reference to chief operators. We shall exclude the district and training instructors.

Traffic supervisory assistants. The five traffic supervisory assistants assemble information with regard to future traffic loads and the number of employees that will be required to take care of such loads. The record fails to disclose that these employees have ever exercised any authority to hire, discharge, or discipline other employees, or to recommend such action. We shall include them.

Supervising clerks. The Company employs five people within this classification. These employees all direct the work of two or more people and possess authority to discharge or discipline. We shall exclude the supervising clerks.

Traffic supervisory assistant and instructress. One employee with this classification spends part of her time training teletypewriter attendants of the Company's customers. Another part of her time is devoted to training the district and training instructors. Since the record indicates that her position in the Company's supervisory hierarchy is higher than that of the district and training instructors whom we have excluded, we shall exclude her.

The Company contends that the following employees are confidential:

Traffic engineering assistant. This employee assembles information contained in operating room records which is used in determining whether a central office should change from manual to dial equipment. Although through her duties she gains knowledge of future plans of the Company, access to such important information, not directly pertaining to the Company's labor relations, is not sufficient in itself to justify her exclusion. We shall include her.²⁴

²³ The Independent also took a position as to these categories, apparently only on the assumption that non-central office employees might be placed in the same unit as central office employees. Its position was the same as the Guild's. As noted above, the Independent wishes to exclude non-central office employees from a unit of central office employees. Moreover, it does not appear that the Independent desires to represent non-central office employees in a separate unit.

²⁴ See *Matter of Creamery Package Company* (Lake Mills Plant), 34 N. L. R. B. 108; *Matter of Bethlehem Steel Company*, 61 N. L. R. B. 854.

District traffic clerks. There are eight employees within this classification and they act as private secretaries to the eight district traffic managers and district traffic superintendents. Since the latter are among the Company's executives who handle labor relations, their secretaries are in a position to obtain advance information of a confidential nature on matters directly relating to the Company's labor policies. We shall, therefore, exclude the district traffic clerks.²⁵

Service observers. The Company has 23 employees in this classification who observe the work of the operators in the central offices. The information obtained by these employees from their observations does not appear to be used in such a way as to bear upon the employment status of individual employees, but rather as a basis for appraising the efficiency of each central office. We shall include the service operators.

*Service observing clerks.*²⁶ The three employees within this classification assemble the information gained by the service observers. We shall include them.

Clerks. One of these clerks acts as stenographer to the general traffic employment supervisor and another acts in the same capacity to the general traffic supervisor. Since these two employees, like the district traffic clerks, are in a position to obtain advance information of a confidential nature directly bearing on the Company's labor policies, we shall exclude them.

The two remaining clerks within this classification either make or handle records regarding illnesses and accidents among employees of the Traffic Department. Since their duties do not give them access to confidential information directly concerning the Company's labor relations, we shall include them.²⁷

As has been previously indicated, we shall make no final determination at this time with respect to the appropriate unit or units, but shall direct that the question concerning representation which has arisen be resolved by elections by secret ballot among the employees in the following groups who were employed during the pay-roll period immediately preceding the date of the Direction of Elections herein, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, subject to the limitations and additions set forth in the Direction:²⁸

²⁵ See *Matter of The Press Company, Inc.*, 57 N L R. B 266

²⁶ These employees, and the category mentioned immediately below, were grouped together in a list furnished by the Company as "confidential clerks." The record indicates that they are carried on the Company's pay roll as we have designated them.

²⁷ See *Matter of General Cable Corporation*, 55 N L R. B 1143, 1145.

²⁸ All parties agree to the exclusion of chief operators, assistant chief operators, evening chief operators, and night chief operators.

1. All employees of the Traffic Department at the Company's Janesville exchange, excluding chief operators, assistant chief operators, evening chief operators, and night chief operators;

2. All employees of the Traffic Department at the Company's Superior exchange, excluding chief operators, assistant chief operators, evening chief operators, and night chief operators;

3. All non-central office employees of the Traffic Department, including traffic supervisory assistants, the traffic engineering assistant, service observers, service observing clerks, and the two clerks who make or handle records regarding illnesses and accidents among Traffic Department employees, but excluding district and training instructors, supervising clerks, the traffic supervisory assistant and instructress, district traffic clerks, the two clerks who act as stenographers for the general traffic employment supervisor and the general traffic supervisor, and the employees listed in Appendix A; and

4. All remaining central office employees of the Traffic Department, excluding chief operators, assistant chief operators, evening chief operators, and night chief operators.

Upon the results of these elections will depend, in part, our determination of the appropriate unit or units.

The Company calls upon former telephone operators to render services upon occasion. The parties all took the position, with which we agree, that such employees, who are termed "occasional" employees, should be ineligible to vote. The Company also has 300 to 400 "part-time" employees. None of these employees works less than 16 hours a week or more than 24 hours a week. Full-time employees of the Company work 40 hours a week. Part-time employees, however, work under the same conditions and enjoy the same privileges as full-time workers. Although the unions took the position that only those part-time employees who average 20 hours or more of work a week should be entitled to vote, we are of the opinion that all the part-time employees spend a sufficient amount of time weekly and have a sufficiently substantial interest in wages, hours, and working conditions to entitle them to vote.²⁹

DIRECTION OF ELECTIONS

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 3, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Wisconsin Tele-

²⁹ See *Matter of F. J. Kress Box Company*, 64 N. L. R. B. 124; *Matter of The National Machinery Company*, 56 N. L. R. B. 481.

phone Company, Milwaukee, Wisconsin, separate elections by secret ballot shall be conducted as early as possible, but not later than sixty (60) days from the date of this Direction, under the direction and supervision of the Regional Director for the Thirteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees of the Company in the following groups who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding those employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the elections, as well as all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action:

1. All employees of the Traffic Department at the Company's Janesville exchange, excluding chief operators, assistant chief operators, evening chief operators, and night chief operators, to determine whether they desire to be represented by International Brotherhood of Electrical Workers, A. F. L., by The Telephone Guild of Wisconsin—National Federation of Telephone Workers, or by Independent Union of Telephone Operators, for the purposes of collective bargaining, or by none of these organizations;

2. All employees of the Traffic Department at the Company's Superior exchange, excluding chief operators, assistant chief operators, evening chief operators, and night chief operators, to determine whether they desire to be represented by International Brotherhood of Electrical Workers, A. F. L., by The Telephone Guild of Wisconsin—National Federation of Telephone Workers, or by Independent Union of Telephone Operators, for the purposes of collective bargaining, or by none of these organizations;

3. All non-central office employees of the Traffic Department, including traffic supervisory assistants, the traffic engineering assistant, service observers, service observing clerks, and the two clerks who make or handle records regarding illnesses and accidents among Traffic Department employees, but excluding district and training instructors, supervising clerks, the traffic supervisory assistant and instructress, district traffic clerks, the two clerks who act as stenographers for the general traffic employment supervisor and the general traffic supervisor, and the employees listed in Appendix A, to determine whether or not they desire to be represented by The Telephone Guild of Wis-

consin—National Federation of Telephone Workers, for the purposes of collective bargaining; and

4. All remaining central office employees of the Traffic Department, excluding chief operators, assistant chief operators, evening chief operators, and night chief operators, to determine whether they desire to be represented by The Telephone Guild of Wisconsin—National Federation of Telephone Workers, or by Independent Union of Telephone Operators, for the purposes of collective bargaining, or by neither.

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Direction of Elections.

APPENDIX A

General Traffic Manager	Traffic Engineers
General Traffic Employment Supervisor	Traffic Supervisory Assistants (male)
Traffic Employment Methods Supervisor	Supervisor of Private Branch Exchange
Milwaukee Traffic Manager	Supervisor of Force Requirements
District Traffic Superintendents	Personnel Supervisor (male)
District Traffic Managers	Personnel Supervisors (female)
Traffic Superintendents	Traffic Engineering Assistant
Milwaukee Traffic Supervisor	Stenographers
Assistant District Traffic Manager	Nurses
General Traffic Supervisor	Chief Clerks
General Traffic Engineer	Supervisor of Dining Service
Dial Traffic Engineer	Chief Service Observer
Manual Traffic Engineer	Supervisors of Employment
Toll Line Engineer	Employment Interviewers
Operators' Quarters Engineer	Chief or Head Matrons