

as distinguished from those sought by the Petitioner, are specialists in such steam and aviation gas turbines and primarily service only such products. They are under the ultimate supervision of the vice president of the steam division and the vice president in charge of defense product production. The latter service engineers for the manufacturing plant are included in the professional unit, hereinbefore set forth, at the South Philadelphia plant.

The record shows that those engineers herein sought by the Petitioner, on frequent occasions, perform similar work to that of the service engineers or headquarter's engineers who work at the South Philadelphia plant. They also consult with the service engineers or headquarter's engineers at the South Philadelphia plant and request their assistance when they have difficulty servicing steam turbines located in the Middle Atlantic States. Moreover, the engineers here sought and those attached to the South Philadelphia manufacturing operation are all professional employees, and it appears that they have common interests.

In view of the foregoing, and as it appears that a majority of the electric and steam service engineers herein sought to be separately represented by the Petitioner are currently included in the professional unit at the South Philadelphia plant, we find that the unit requested is inappropriate for collective-bargaining purposes. Accordingly, we shall dismiss the petition.

[The Board dismissed the petition.]

CHAIRMAN FARMER and MEMBER MURDOCK took no part in the consideration of the above Decision and Order.

ALABAMA-TENNESSEE NATURAL GAS COMPANY *and* INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 660, AFL, PETITIONER. *Case No. 10-RC-2827. October 18, 1954*

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Philip B. Cordes, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.
2. The labor organization named below claims to represent certain employees of the Employer.

3. 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 a unit of all operation and maintenance employees of the Employer at Decatur and Sheffield, Alabama, and at Corinth, Mississippi. The Employer is engaged in the interstate transmission of natural gas to customers who in turn sell to users. Its headquarters are at Muscle Shoals, Alabama, which is the focal point of its pipelines. Apparently the physical operation of its properties is divided between a pipeline maintenance department and a gas measuring department. District headquarters are maintained at Decatur, Sheffield, and Corinth, and the employees sought by the Petitioner are pipeline maintenance employees. Depending upon supervisory exclusions they number 15 to 20 in all. The Employer would also include in the unit eight more employees who constitute the gas measuring department. These employees "man" the checkmeter stations at Muscle Shoals, and apparently some in the field, adjusting pressure, metering the gas, and repairing meters. They also take and relay radio messages. The Employer contends that its operation is an integrated one, that it interchanges employees between pipeline maintenance crews and meter repair work particularly as between less skilled employees, and that measurement department employees are out in the field a considerable portion of time. The Petitioner did not actually refute this testimony but contends that because of separate function and separate supervision, gas measurement department employees should not be included in the unit. These gas measurement employees seem to be in the nature of terminal employees whom we have found, in cases involving pipelines, to be appropriately included in units with employees having duties similar to this Employer's pipeline crews. See *Great Lakes Pipe Line Company*, 56 NLRB 227, 64 NLRB 1296; *Texas Empire Pipe Line Co.*, 19 NLRB 631, 639. On this record, we find that all operating and maintenance employees of the Employer, including gas measuring employees, constitute an appropriate unit.

Supervisory Contentions

The Employer would include in the unit, and the Petitioner would exclude as supervisors, the following employees: The district foreman and the crew foreman at Corinth, the equipment foreman at Sheffield, and the subforeman and the crew foreman at Decatur. Apparently the Employer takes the position that all supervision is furnished for the pipeline maintenance department by the general foreman and the pipeline superintendent, and for the gas measuring department by the gas measuring superintendent. The Employer introduced testimony

to show that employees in the disputed categories have no authority to hire or discharge.

At the end of the hearing the Petitioner requested a continuance, stating that had it known that the Employer would take such a position on the question of supervision, it would have requested the issuance of subpoenas for various employees to refute it. The hearing officer refused the continuance, stating that the Petitioner must have been aware of the Employer's position because it knew as the result of a prehearing conference that the Employer's estimate of the total unit complement was considerably larger than the Petitioner's. The Petitioner did not press the matter further and no briefs have been filed by the parties.

The district foreman at Corinth directs the work of his crew and approves their timecards. His basis of pay is monthly; that of the crew hourly. Whether he effectively recommends hire and discharge, the Employer's witness was unable to say.

At Decatur there is a subforeman rather than a district foreman because the general foreman is permanently stationed at Decatur and spends more than half of his time with the Decatur crew. When away from Decatur during the day, the general foreman "lines up" work before leaving and returns to check on it before the end of the day.

At Sheffield there is an equipment foreman but no district foreman. He is a skilled mechanic responsible for maintaining bulldozers and tractors, with authority comparable to that of the Corinth district foreman.

The crew foremen, one at Corinth and one at Decatur, direct the work of the crew only occasionally, in the absence of the district foreman or subforeman as the case may be. The rest of the time they work as laborers.

On this record we find that the Corinth district foreman and the Sheffield equipment foreman are supervisors within the meaning of the Act. We do not, however, find that the Decatur subforeman and the Corinth and Decatur crew foremen are supervisors because whatever supervisory authority they may have appears to be of a sporadic nature. See *Helms Motor Express, Inc.*, 107 NLRB 132; see also *The Clinton Construction Company*, 107 NLRB 946.

In addition to the disputed categories, testimony was taken concerning the meter inspector of the gas measuring department. He is a skilled employee whose main function is to test and maintain meters. He works along with and to some extent directs the work of meter repairmen in the department. Testimony that he has no authority to hire, discharge, discipline, or transfer employees nor effectively to recommend such action, was not disputed. We shall include him in the unit.

We find that all operating and maintenance employees of the Employer at its natural gas operation in the States of Tennessee, Mississippi, and Alabama, including gas measuring employees, but excluding office clerical employees, the Corinth district foreman, the Sheffield equipment foreman, guards, and supervisors as defined in the Act, constitute a unit appropriate for collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication.]

DEAN K. CHILD AND GENEVA L. CHILD D/B/A SCIENTIFIC RESEARCH COMPANY,¹ PETITIONER *and* DISTRICT LODGE No. 24, INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL. *Case No. 36-RM-115. October 18, 1954*

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before E. G. Strumpf, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 organization involved claims 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.

On January 16, 1953, the Employer-Petitioner and the Union executed a 1-year collective-bargaining agreement, effective February 5, 1953, covering the Employer's hourly paid production and maintenance employees and providing for automatic renewal in the absence of notice to terminate or modify given by either party to the other 60 days prior to the expiration of the contract. Pursuant to the foregoing provision, on December 3, 1953, the Union sent timely notice to the Employer of its desire to modify the agreement and, in the notice, included its proposed amendments and modifications.

Thereafter, and between the date of the notice and February 1, 1954, the parties had two meetings at which they failed to reach agreement on the Union's proposals. On February 1, 1954, the Employer, by letter, submitted to the Union a set of counterproposals in which it offered to amend the recognition article of the then expiring

¹ The name of the Employer appears as amended at the hearing.