

for nondiscriminatory reasons; and the Company's liability will, in no event, continue beyond the date of the Company's Anchorage project. See *Turner Construction Company, supra*.

[Recommendations omitted from publication.]

APPENDIX

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL NOT discourage membership in, or activities on behalf of, United Brotherhood of Carpenters and Joiners of America, Local No. 1281, or in any other labor organization, by discriminating in regard to hire or tenure of employment or any term or condition of employment.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist United Brotherhood of Carpenters and Joiners of America, Local No. 1281, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

WE WILL offer immediate and full reinstatement to Fred W. Hagel to his former or substantially equivalent position without prejudice to any seniority or other rights and privileges and make Hagel whole for any loss of earnings suffered as a result of the discrimination against him.

J. C. BOESFLUG CONSTRUCTION CO.,
Employer.

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Westinghouse Electric Corporation and Association of Westinghouse Salaried Employees affiliated with the Federation of Westinghouse Independent Salaried Unions, Petitioner. Cases Nos. 6-RC-1554¹ and 6-RC-1555. July 27, 1955

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 Herbert Schutzman, 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 involved claims to represent certain employees of the Employer.

¹ After Case No. 6-RC-1554 was consolidated with Case No. 6-RC-1555, the parties agreed to a consent election in the former, whereupon the cases were severed.

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. The appropriate unit:

The Petitioner seeks a unit of all professional employees at the Employer's atomic equipment department, Cheswick Plant, Cheswick, Pennsylvania. The parties stipulated as to all categories to be included with the exception of six manufacturing engineers, whom the Petitioner would include and the Employer exclude.

The instant proceeding involves a new plant engaged in making pumps and valves in the atomic field. According to the testimony of three manufacturing engineers of the plant, their duties begin with the consideration of the design of the tool or product submitted by the design engineer. The supervisor of the manufacturing engineers then assigns the particular job to one of the manufacturing engineers, whose first duty is to determine whether the product is manufacturable and at what cost, whether the plant is equipped to handle it, and what tools and materials will be needed to do the job. If the product is to be made at the plant, the manufacturing engineer reviews the recommendation of the routing or industrial methods engineer, who has recommended the routing of the product. In case of disagreement between these engineers, the supervisor of the manufacturing engineers resolves the conflict after a conference in which all the engineers concerned participate. If the manufacturing engineer determines that it is not feasible to manufacture the product at his plant, he suggests at what other plant of the Employer it can be done, and if this is not feasible, he may suggest that it be farmed out to an outside contractor. The manufacturing engineer evaluates the tools and materials for the operation, and is consulted on the procurement of small tools, dies, and fixtures required.

The testimony shows that the engineers have no authority to make final decisions as to purchasing of tools or contracting out the job. They do not make any purchases themselves. The decision to purchase is made by higher supervisory authorities, the purchasing department and the production department. The manufacturing engineer has no budget; also he may not spend the Employer's money or pledge his credit. He may recommend as to the feasibility of the outside contractor's ability to furnish the tools or manufacture a product, but he does not draw up the contract. The manufacturing engineer is responsible for following the job through and seeing that it meets specifications. He has, however, no authority to order a foreman to change or stop operations, although he can recommend changes to the foreman. In case of conflict, the problem is brought to the at-

tion of the supervisor of the manufacturing engineers,² who, in turn, reports to the plant superintendent, and who, in turn, reports to the plant manager. The salary of the manufacturing engineer is comparable to other senior engineers and also to that of a general foreman. He is paid overtime, as are other engineers, and enjoys the same benefits as other engineers in the proposed unit. Admittedly the manufacturing engineer is not a supervisor or consulted on labor relations. There are two levels of supervision between the manufacturing engineers and the plant manager.

The record is undisputed that the Petitioner currently represents some 350 manufacturing engineers in 10 plants of the Employer, and that all these engineers do essentially the same kind of work. The Employer gave no reason why it recognized the inclusion of manufacturing engineers in units at its other plants but opposed their inclusion in the plant involved herein.

We do not agree with the Employer that, on this record, the manufacturing engineers are so closely allied to management as to preclude their inclusion in a professional unit. The record shows that manufacturing engineers have duties and functions not essentially different from other engineers,³ with whom the former work closely and constantly.⁴ As indicated above, the Petitioner currently represents several hundred manufacturing engineers in 10 other plants. The Employer recognizes that the duties and functions of all manufacturing engineers throughout its organization are substantially the same as those in issue. While manufacturing engineers make recommendations on matters which are of great importance to management,⁵ that factor is usually present in the work of all professional employees, and does not in and of itself make them part of management so as to preclude their inclusion in a professional unit. Indeed, this common

² The supervisor of the manufacturing engineers also supervises the routing engineer, whose recommendations are checked by the manufacturing engineer.

³ We note especially that the manufacturing engineer works closely with the design engineer, tool engineer, and routing or industrial methods engineer. See *Westinghouse Electric Corporation*, 92 NLRB 871, 872, where the employer urged that the tool engineer should be excluded from the unit on the ground that he was managerial, and the Board held that although the engineer negotiated with outside manufacturers, he was not managerial because he had no authority to make final decisions, which vested in his superiors. See also *Westinghouse Electric Corporation*, 97 NLRB 1271, 1272, where the employer objected to the inclusion in the unit of "methods engineers," who were engaged in making time studies, methods analyses, cost computations, and plant layout and who acted generally as an efficiency control group. The Board held mere participation in conferences of supervisory personnel, from which emerge some decisions based in part upon recommendations of the methods engineers, does not give managerial status to those engineers, where no individual decision is made on a policy level. The fact that the methods engineers dealt with outside contractors was not sufficient to confer managerial status, as they were not authorized to sign contracts or otherwise bind the employer to any expenditure for new machinery or expansion of plant facilities.

⁴ See *Westinghouse Electric Corporation, Small Motor Division*, 111 NLRB 497, where the employer raised no issue as to the inclusion in the unit of the manufacturing material and process engineer and the manufacturing equipment design engineer.

⁵ See *Western Electric Company*, 100 NLRB 420, 422, where the Board held that stock maintainers are not managerial employees although their functions are important to the employer and understocking or overstocking may result in loss to the employer.

factor, in our opinion, was one of the reasons why Congress specifically provided for the establishment of separate professional units. To justify the exclusion of individuals otherwise qualified for inclusion in a professional unit upon the ground that they are too closely allied to the employer to be regarded as employees under the Act, we believe that it must be established that the individuals in question have interests and duties not shared by the other professionally engaged employees.

In the present instance, as noted above, the record does not disclose that the manufacturing engineers in question have functions and interests essentially different from those of the other professional engineers properly included within the unit sought. We therefore find, contrary to the Employer's contentions, that they may be included in the professional unit herein found appropriate.⁶

We find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All professional employees, including manufacturing engineers, of the Westinghouse Electric Corporation at its atomic equipment department plant, Cheswick Road, Harmar Township, Pennsylvania, excluding all other employees and all supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

⁶ Cf. *Westinghouse Electric Corporation*, 89 NLRB 8, 30; 91 NLRB No. 40 (not reported in printed volumes of Board Decisions and Orders); 92 NLRB 871, 872; 107 NLRB 16, 18, where, on the record then before the Board, the Board found that the manufacturing engineers should be excluded. Although those cases are distinguishable on their facts from the present proceeding, they are expressly overruled to the extent that they are inconsistent herewith.

Potash Company of America and International Association of Machinists, Permian Basin Lodge 1265, AFL, Petitioner

Potash Company of America and International Association of Machinists, AFL,¹ Petitioner

Potash Company of America and United Stone and Allied Products Workers of America, CIO, Petitioner.² Cases Nos. 33-RC-503, 33-RC-506, and 33-RC-508. July 27, 1955

DECISION, DIRECTION OF ELECTION, AND ORDER

Upon separate petitions duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held in Case No. 33-RC-503, and a separate hearing was held in Cases Nos. 33-RC-506 and 33-RC-

¹ The Petitioner in Cases Nos. 33-RC-503 and 33-RC-506 is hereinafter referred to as the IAM

² Hereinafter referred to as the CIO.