1956. The Union's principal contention is that the existing union-security agreement should be held effective for the remainder of its term. That contention was made in *Great Atlantic & Pacific Tea Company*, 100 NLRB 1494, and rejected by a majority of the Board on the ground that "only by holding that an affirmative deauthorization vote immediately relieves employees of the obligations imposed by an existing union-security agreement can the Board give effect to the basic congressional objective, unchanged by amendments directed solely at procedural relief, of not imposing a union-security agreement upon an unwilling majority." The policy thus established has consistently been followed by the Board.[4] We therefore find no merit in this contention.[5]

4. We find that all production, shipping, and maintenance employees at the Employer's curtains and drapery manufacturing plant in New York City, New York, excluding office clerical employees, sales employees, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of an election under Section 9 (e) (1) of the Act.

[Text of Direction of Election omitted from publication.]

[4] *Truth Tool Company*, 111 NLRB 642; *Hydraulics Unlimited Manufacturing Co.*, 107 NLRB 1646; *Accurate Molding Corporation*, 107 NLRB 1087; *F. W. Woolworth Company*, 107 NLRB 671.

[5] The Union contends that the Petitioner failed to introduce any proof that the Union was the legally constituted bargaining representative at the time the contract was executed. The Union did not, however, dispute that it in fact was the legally constituted bargaining representative at all times material, and under the circumstances, the presumption of legality remained unrebutted. The Union's contention that the petition did not encompass the same unit as set forth in the contract is not supported by the evidence. The Union's further contention that the withdrawal of one of the joint petitioners vitiated the petition is likewise without merit, as there is no indication in the record that the authority of the other petitioning employee has been withdrawn.

The General Industries Company, Petitioner *and* Mechanics Educational Society of America, AFL–CIO [1] *and* Independent Motor Workers Union.[2] *Case No. 8–RM–165. August 21, 1957*

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 W. R. Griesbach, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and, except as noted, are hereby affirmed.[3]

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 [Chairman Leedom and Members Rodgers and Bean].

[1] Herein referred to as M. E. S. A.

[2] Herein referred to as the Independent.

[3] The contention of M. E. S. A. as to the adequacy of the Independent's compliance with Section 9 (f) and (g) of the Act involves administrative matters not cognizable in

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 parties stipulated and we find that M. E. S. A. is a labor organization within the meaning of the Act. As the record establishes that the Independent admits employees to membership and exists for the purpose of dealing with the Employer concerning wages, working conditions, and related matters, we find, contrary to the contention of M. E. S. A., that the Independent is also a labor organization within the meaning of the Act. Both labor organizations claim to represent certain employees of the Employer.

We find no merit in the contention of M. E. S. A. that the Independent is ineligible to participate in the election because it allegedly was organized and is controlled by supervisors. This contention amounts to an allegation by one intervenor with respect to another of unfair labor practices not cognizable in this proceeding.[4] Moreover, a charge filed by M. E. S. A. alleging that the Employer had violated Section 8 (a) (1) and (2) of the Act, apparently based on this same contention, has been dismissed by the Regional Director on the ground that there was insufficient evidence to support the charge.[5] We shall therefore accord the Independent a place on the ballot in the election hereinafter directed.

3. M. E. S. A. contended at the hearing that the petition was premature because the Employer's operations were expanding. The record establishes that, except for the possible recall of about 20 recently laid-off employees, the Employer has no present plans to expand its operations at this plant, and that the possibility of future expansion is wholly speculative. Accordingly, we find no merit in this contention and find that 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 parties agree that a production and maintenance unit is appropriate. M. E. S. A. contends, however, that job setter Hartwick and the group leaders are supervisors and would exclude them, whereas the other parties contend they are not supervisors and would include them.

The acknowledged supervisors, in a plant employing about 62 employees, are the general manager, Bender, the general foreman, Schmidt, the assistant to the general foreman, Oyster, the head inspector, Greaubaugh, and the receiving foreman, Molter. The duties of the group leaders, who work under the immediate supervision

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this proceeding. The hearing officer erred in permitting testimony on that question, even in the absence of objection thereto. We are presently administratively satisfied that the Independent is in compliance. See *Desaulniers and Company,* 115 NLRB 1025, and *Standard Cigar Company,* 117 NLRB 852.

[4] See *Bi-States Company,* 117 NLRB 86.

[5] See *Times Square Stores Corporation,* 79 NLRB 361.

of Oyster, are to direct the work of, and assign and allocate work to, groups of from 2 to about 15 relatively unskilled operators according to schedules provided by Schmidt or Bender; to see that their groups have an adequate supply of materials; and to instruct new employees. They spend a substantial part of their time performing production work, and receive from 5 to 20 cents more per hour than the employees whom they direct. Hartwick's duties are to instruct new employees; to set up the machines in the plant; and, after a changeover has been made, to assign work to the machine operators in accordance with a schedule provided by Schmidt. Although his hourly rate is about 50 percent above the average hourly rate of the group leaders, it appears that this differential is based upon his skills as a job setter. Neither the group leaders nor Hartwick has authority to take or recommend personnel action, and Hartwick was at one time reprimanded for attempting to assume such authority.

Upon the basis of the foregoing and the entire record, we are satisfied that Hartwick's assignment of work and the group leaders' direction of employees is routine, and that neither Hartwick nor the group leaders possess any of the indicia of supervisory authority. We find, accordingly, that Hartwick and the group leaders are not supervisors within the meaning of the Act, and we shall therefore include them in the unit.[6]

We find that all production and maintenance employees at the Employer's Bellville, Ohio, plant, including shipping and receiving department employees, job setter Hartwick, and the group leaders, but excluding office clerical employees, professional employees, guards, and supervisors within the meaning of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication.]

[6] *Haleyville Textile Mills, Inc.*, 117 NLRB 973.

Crown Food Products, Inc. and Crown Candy Company, Inc. *and* Truck Drivers & Helpers Local Union No. 728, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, AFL–CIO, Petitioner. *Case No. 10–RC–3824. August 21, 1957*

DECISION AND CERTIFICATION OF RESULTS OF ELECTION

On April 27, 1957, pursuant to a stipulation for certification upon consent election, an election by secret ballot was conducted, under the direction and supervision of the Regional Director for the Tenth Region, among the employees in an appropriate unit at the Employ-