

Advanced Manufacturing, Inc. and Gilbert McFarland, Petitioner and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-AFL-CIO, and its Local 509. *Case No. 21-RD-345. December 10, 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 Ben Grodsky, 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 this case to a three-member panel [Members Rodgers, Bean, and Jenkins].

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 organizations named below claim to represent certain employees of the Employer, within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.¹

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.²

4. 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:³

All production and maintenance employees at the Employer's 1214 W. 25th Street, Harbor City, California, truck and signal light manufacturing plant, including two leadmen, inspection, shipping, receiv-

¹ The Petitioner asserts that the Union, currently certified as representative of the employees in the unit designated in the petition, is no longer the exclusive bargaining representative of such employees as defined in Section 9 (a) of the Act.

² The Union contends that its contract with the Employer dated March 15, 1957, constitutes a bar to the petition herein. Although this contract was fully negotiated and put in writing by the parties, and its terms and conditions were placed in effect, it has never been signed by either of the parties. The reason it remains unexecuted appears in a letter from the Employer to the Union in which it indicated that the contract would be signed at such time as legal ownership of the Employer was established and directors and officers elected, provided that control of the Employer remains in S & M Lamp Company. Under these circumstances, it appears that more than the performance of a mere ministerial act remains before the contract is signed. For this reason, as well as the long interval which has elapsed without the contract being signed, we find this case clearly distinguishable from those in which the Board has made exceptions to its general rule that unsigned contracts do not bar elections. See *American Smelting and Refining Company*, 118 NLRB 915; *Oswego Falls Corp.*, 110 NLRB 621. In accord with our usual rule, we find that the Union's contract does not bar an election herein. *Traylor Engineering & Manufacturing Company*, 110 NLRB 334.

³ The parties agree as to the appropriate unit.

ing and stores employees, but excluding office clerical employees, professional employees, guards, watchmen, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

E. I. DuPont de Nemours & Company (Savannah River Plant) and Local Union No. 1909, International Brotherhood of Electrical Workers, AFL-CIO, Petitioner. *Case No. 11-RC-986. December 11, 1957*

DECISION AND ORDER

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Richard H. Frahm, 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 Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Bean and Jenkins].

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 employees of the Employer.
3. No 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, for the following reasons:

The Petitioner seeks to represent a unit limited to the electrical maintenance employees at the Employer's Savannah River plant. It contends that these employees are entitled to separate representation as a craft group within the meaning of the *American Potash Company*¹ craft bargaining principle. The Employer asserts that its maintenance employees are not true craftsmen but are instead a heterogeneous grouping of operating and servicing specialists trained primarily to perform the particular functions required in its extraordinary type of manufacturing process. It therefore moved to dismiss the petition on the ground that these employees do not meet the craft standards of the *American Potash* decision and that, in any event, the Board ought not permit separate representation of craft employees

¹ *American Potash & Chemical Corp.*, 107 NLRB 1418.

119 NLRB No. 99.