

that on April 15, 1957, Petitioner filed a petition for a separate unit of the hostesses in the Central division, but on May 2, 1957, withdrew the same without prejudice. In its brief filed herein, Petitioner states that it seeks "a systemwide" unit of hostesses.

Since the representation question as to the hostesses on Continental Pacific Lines was settled by consent of the parties, and since there is no petition before the Board seeking representation of the hostesses in either the Central division or Continental Bus System, we must construe Petitioner's position in Case No. 21-RC-4827 as desiring a separate unit of the hostesses employed in the Western division.<sup>12</sup> The Employer indicated in its brief its agreement that such a unit is appropriate.

Accordingly, we find that the following employees of the Employer constitutes a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All hostesses employed in the Employer's Continental Western Lines, Los Angeles, California, excluding all other employees, and supervisors as defined in the Act.

[The Board dismissed the petition in Case No. 21-RC-4846.]

[Text of Direction of Election omitted from publication.]

<sup>12</sup> If its position has been misconstrued, Petitioner may upon proper notice to the Regional Director before the election withdraw its petition without prejudice

**Mason-Neilan, Division of Worthington Corporation<sup>1</sup> and International Union, United Automobile, Aircraft, Agricultural Implement Workers of America, UAW, AFL, CIO, Petitioner.**  
*Case No. 1-RC-5127. February 28, 1958*

### 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 Joseph C. Barry, 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 Rodgers and Jenkins].

Upon the entire record in this case, the Board finds.<sup>2</sup>

<sup>1</sup> The name of the Employer appears as amended at the hearing

<sup>2</sup> The Employer's contention as the adequacy of the Petitioner's compliance with Section 9 (f), (g), and (h) of the Act involves an administrative matter not cognizable in this proceeding. See *Desaulniers and Company*, 115 NLRB 1025, and *Standard Cigar Company*, 117 NLRB 852. Moreover, we are administratively satisfied that the Petitioner is in compliance. Accordingly, we deny the Employer's motions to dismiss because of noncompliance

1. The Employer is engaged in commerce within the meaning of the Act.<sup>3</sup>

2. The labor organization involved claims to represent certain employees of the Employer.<sup>4</sup>

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 parties are in substantial agreement as to the appropriateness of a production and maintenance unit, but there are issues as to the inclusion or exclusion of the following:

*Shipping department clerks:* Although the Employer stipulated that 1 of the clerks is a plant clerical, it would exclude 2 others as office clerical employees. The Petitioner takes no position. These two employees whose desks are located in the shipping department perform work of general clerical nature related to the shipping department and shipping department employees. They are under the supervision of the shipping department foreman, work the same hours as the shipping department employees and do not interchange with the office clerical employees. In view of the foregoing, we find that these employees are plant clerical employees and we shall include them in the unit.

*Summer student employees:* The Employer contends that the students it hires each summer are seasonal employees and eligible to vote at any time, whether actually working or not; but the Petitioner argues that they are ineligible unless actually working during the eligibility period established by the Board. The Employer hires about 15 high school and college students during the summer season for the purpose of eventually developing desirable full-time employees. Each summer the Employer contacts acceptable students who have worked the previous summer and offers them summer employment. A substantial number of these students accept summer positions again and some have eventually taken full-time employment.

Assuming that these summer employees as a group have a reasonable expectancy of permanent employment sufficient to warrant their inclusion in the unit, the question still remains as to whether they are eligible to vote in the election herein which will be conducted prior to the summer when students may be rehired. As the Board rules require that, in order to vote, an individual must be employed and working on the established eligibility date, unless the individual was absent for one of the reasons set out in the Direction of Election, we

<sup>3</sup> As the record shows that, during the past year, the Employer shipped in excess of \$50,000 worth of goods out of the State, we find that it will effectuate the policies of the Act to assert jurisdiction herein.

<sup>4</sup> As the Petitioner exists for the purpose of bargaining on behalf of employees we find that it is a labor organization within the meaning of the Act.

find that the student summer employees are ineligible to participate in the election.<sup>5</sup>

*Subforemen and the AA machinist:* The Employer contends that the subforemen and the AA machinist are supervisors and would exclude them from the unit. The Petitioner takes no position.

All the subforemen and the AA machinist work under the immediate supervision of the departmental foremen who are salaried and are admitted supervisors. The subforemen and the AA machinist are hourly paid, work the same shifts and receive the same benefits as the other employees. They do not attend supervisors' meetings or participate in the management wage setting program.

The subforemen in the shipping department, the brass department, the maintenance department, the testing and fabricating department, the inspection department, the valve test department, and the valve assembly department, all of whom work on the day shift, and the AA machinist who works on the night shift in the maintenance department, do not possess authority to change employees' status even when they sporadically substitute for their respective foremen. Further, although they transmit work orders or assignments to the employees, they do so only as conduits for their foremen and they do not responsibly direct employees. In view of the foregoing and as they do not otherwise possess or exercise statutory authority of supervisors we find that they are not supervisors as defined in the Act and shall include them in the unit.

There remains for consideration the subforemen on the night shift in the shipping and iron departments, and the subforeman on the day shift in the snagging department.

*The night shift shipping department subforeman:* This employee is the primary instrument of authority in the department. He transmits orders to and instructs employees, and receives employees' requests for privileges which he approves and forwards to the foreman. He has in the past effectively recommended an employee's discharge. The night shift iron department subforeman, who is responsible for the operation of the department 50 percent of the time, inspects the work of the turret lathe operators, instructs new employees and sets up machinery. He may report and has effectively reported to the foreman employees' adaptability and has been consulted by the foreman on employees' performance. He has authority to shut down a machine if the work is being improperly performed. *The day shift snagging department subforeman* assigns work, gives instructions as to how the work is to be performed and is responsible to the foreman for the work performance of the employees in the department. He also instructs the night shift subforeman as to the work to be per-

<sup>5</sup> *Grunnell pajama Corp.*, 108 NLRB 289, at 291, footnote 6; *Lloyd A. Fry Roofing Co.*, 107 NLRB 1327, 1329-1330; *Barry Controls, Inc.*, 113 NLRB 26.

formed during the night shift. As it appears that the aforementioned three subforemen responsibly direct employees and/or effectively recommend concerning the status of employees, we find that they are supervisors within the meaning of the Act, and we shall exclude them from the unit.

Accordingly, we find that the following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (b) of the Act:

All production and maintenance employees at the Employer's 63 Nahatan Street, Norwood, Massachusetts, pressure regulators and control equipment plant, including timekeepers, the shipping department clerks; the subforemen in the day shift shipping department, the day shift brass department, the day shift maintenance department, the day shift testing and fabricating department, the day shift inspection department, the day shift valve test department, and the day shift valve assembly department subforemen, and the AA machinist; but excluding office clerical employees, professional employees, guards, the subforemen in the night shift shipping department, the night shift iron department, and the day shift snagging department and all other supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

**Gluck Bros., Inc.<sup>1</sup> and Local Union 621, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America,<sup>2</sup> Petitioner**

**Gluck Bros., Inc. and United Furniture Workers of America, AFL-CIO,<sup>3</sup> Petitioner.** *Cases Nos. 10-RC-4004 and 10-RC-4007. February 28, 1958*

## DECISION AND DIRECTION OF ELECTIONS

Upon petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before John H. Fenton, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.<sup>4</sup>

<sup>1</sup> The name of the Employer appears as amended at the hearing.

<sup>2</sup> The Board has been notified by the AFL-CIO that the latter deems the Teamsters' certificate of affiliation has been revoked by convention action. The identification of the petitioning Union is amended accordingly.

<sup>3</sup> Local 2888, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, herein called the Carpenters, intervened in Case No. 10-RC-4007 on the basis of a showing of interest.

<sup>4</sup> The Employer's contention as to the adequacy of compliance of United Furniture Workers of America, AFL-CIO, herein called Furniture Workers, with Section 9 (f), (g), and (h) of the Act involves an administrative matter not cognizable in this proceeding. See *Desaulniers and Company*, 115 NLRB 1025, and *Standard Cigar Company*, 117 NLRB 119 NLRB No. 236.