4 to 5 years' experience. The evidence, we find, does not support the Petitioner's contention that this employee is confidential,[5] or professional. On this record, we find the industrial engineer technician is a technical employee, and shall include him in the unit.[6]

Group leaders A and B are responsible for the training and performance of production application draftsmen. They have interviewed job applicants and made recommendations regarding the hire, promotion, reclassification, and discharge of employees, which recommendations, the record shows, have been followed in most instances. Accordingly, we find they are supervisors and shall exclude them.

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

All technical employees at the Employer's Milwaukee, Wisconsin, plant, including checkers A and B, draftsmen detailer B, draftsmen detailer jr., estimator sr., product application draftsmen A, B, C, D, and E, product analyst, time-study man jr., time-study man sr., plant layout technician, product development draftsmen jr., tabulating machine operator sr., industrial engineer technician, group leader estimator, and product development draftsmen sr., but excluding office clerical employees, production and maintenance employees, production schedulers, order scheduler sr., rate clerk (traffic) sr., rate clerk (traffic) jr., group leader–A, group leader–B, guards, professional employees, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

[5] See *Lilliston Implement Company, supra*

[6] *Westinghouse Air Brake Company,* 119 NLRB 1391, 1394

ACF-Wrigley Stores, Inc. *and* Retail Clerks International Association, AFL–CIO, Petitioner. *Case No. 16–RC–2505. July 21, 1959*

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 John C. Crawford, 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 Fanning].

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

1. The Employer[1] is engaged in commerce within the meaning of the Act.

[1] The name of the Employer appears as amended pursuant to the motion filed with the Board.

2. The labor organizations involved claim to represent certain employees of the Employer.[2]

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 Petitioner seeks a unit of employees at the Employer's Wynnewood Shopping Center and Casa View Shopping Center located in the city of Dallas. The Employer would include the employees at its Garland and Big Town stores which are in the greater Dallas area. Both the Petitioner and the Intervenor indicated their willingness to participate in an election in such a unit, if the Board should find it appropriate. There is no history of collective bargaining.

The Employer operates a nationwide chain of retail food stores. A district manager, who maintains his office at the Big Town store, has overall supervision of the four stores here involved, as well as two stores in the Fort Worth area. He formulates the labor policy for all the stores. Each store has a manager, who reports to the district manager, and is responsible for the store's operations, and for all hiring and discharges.

The two stores sought by the Petitioner, Casa View and Wynnewood, are about 18 miles apart. The two stores which the Employer would add are approximately 4 and 6 miles, respectively, from the Casa View store, and are more distant from the Wynnewood store. Employees are interchanged by permanent and temporary transfer among all four stores. The wage structure and all other employee benefits are the same for all four stores.

Because the two stores that the Petitioner seeks to represent are not a separate administrative division of the Employer's operations, and do not comprise all the Employer's stores in the same geographical area, we find they do not constitute an appropriate unit. However, as the four stores mentioned above represent all the Employer's stores in the greater Dallas area, we find in accord with the Employer's contention, that they constitute an appropriate unit.[3] As the Petitioner has made a sufficient showing of interest for such unit, we shall direct an election therein.

The parties differ concerning the inclusion of employees who are classified as package boys. The Petitioner would include them within the unit, but the Employer would exclude them as "casual" employees.

These employees are high school students who work to some extent during the week but for the most part on Fridays or Saturdays. The Employer concedes that some, who work regularly 24 hours a week,

[2] Retail, Wholesale & Department Store Union, AFL–CIO, herein called the Intervenor, intervened on the basis of a card-showing.

[3] *B. G. Wholesale, Incorporated*, 114 NLRB 1429, 1430; *Jewel Food Stores*, 111 NLRB 1368.

should be included in the unit, but maintains that the employment of the rest is too irregular to warrant their inclusion in the unit. As the record does not afford sufficient basis for determining which of these employees are regular part-time employees and which are casual employees, we shall permit all of them to vote subject to challenge.[4]

The Employer would exclude the manager and assistant manager in each store as supervisors, but would include the two second assistant managers and the produce department head in each store. The Petitioner took no position.

The manager of each store is responsible for its operations and has authority to hire [5] and discharge employees. The assistant manager is primarily responsible for the grocery department, but exercises the same authority as the manager during the latter's absence, which occurs about 40 hours of the 85 hours that the store is open each week. We find that the manager and assistant manager in each store are supervisors, and exclude them from the unit.

The second assistant manager and produce department head are hourly paid employees who, in directing the work of other employees, only transmit the instructions of the manager and assistant manager. They have no authority to hire or discharge, nor to recommend such action. We find that they are not supervisors [6] and include them.

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 employees at the Employer's Wynnewood, Casa View, Garland, and Big Town stores in the greater Dallas, Texas, area, including regular part-time employees, but excluding casual employees, meat market employees, guards and watchmen, and all supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

[4] See *Giant Markets, Inc.*, 107 NLRB 10, 12.
[5] All hirings by store managers are temporary until approved by the district manager.
[6] *J. P. Stevens & Company, Inc.*, 123 NLRB 758.

Thomas Lanier and Sartain Lanier d/b/a Happ Manufacturing Company *and* International Ladies' Garment Workers' Union, AFL–CIO, Petitioner. *Case No. 10–RC–4238. July 21, 1959*

SUPPLEMENTAL DECISION, DIRECTION, AND ORDER

Pursuant to a Decision and Direction of Election,[1] an election by secret ballot was conducted on February 27, 1959, under the direction and supervision of the Acting Regional Director for the Tenth Re-

[1] *Thomas Lanier and Sartain Lanier d/b/a Happ Manufacturing Company*, 10–RC–4238, February 12, 1959 (unpublished).