we shall certify the Petitioner as the collective-bargaining representative of the employees in the appropriate unit.

[The Board certified Retail Clerks International Association, Local No. 536, AFL–CIO, as the designated collective-bargaining representative of the employees in the unit heretofore found appropriate.]

Freeman Loader Corporation *and* United Steelworkers of America, AFL–CIO, Petitioner. *Case No. 25–RC–1778. April 29, 1960*

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 George M. Dick, 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 is engaged in commerce within the meaning of the Act.

2. The labor organization involved claims to represent certain employees of the Employer.

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 Employer is engaged in the manufacture and sale of farm tractor equipment at Peru, Indiana. The Employer and the Petitioner agree generally that a production and maintenance unit, sought by the Petitioner, is appropriate. They differ, however, as to the inclusion of seasonal employees, a draftsman, a welder in research and development, leadmen, and other individuals alleged to be supervisors.

The Employer's business fluctuates due to the seasonal demand for tractor equipment. Highest demand is in the spring planting season between February and early April. In order to meet this increased demand, about 35 unskilled employees are hired during this period to supplement the year-round production force of about 58 employees. Most of these extra employees are hired to work as material handlers and for manual work in the shipping department. A few are trained in routine welding duties, such as preliminary assembly of spare parts.

At the end of the season, these additional employees are terminated without any provision for employment benefits between seasons or for recall the following year. The Employer's president testified that the Employer is willing to rehire such employees, if needed, in succeeding peak seasons. However, during the 15 years of the Employer's operations, only "occasionally" have any returned for work. In this year's seasonal group, about 35 in number, 25 had no previous employment with the Employer and 10 had been employed at its plant in previous years on 1 occasion. There is a substantial amount of turnover during the season within the augmenting group itself, approximately 20 percent. Rarely does a seasonal worker become a permanent employee. The seasonal employees do not share in the usual employee benefits enjoyed by the year-round production force. In view of their temporary and irregular employment, we find that the seasonal employees do not have sufficient interest in the terms and conditions of employment to warrant their inclusion in the unit.[1] Accordingly, we exclude them as temporary employees.

The Petitioner would exclude, and the Employer include, a draftsman who works under the supervision of the product engineer [2] in the Employer's research and development department. The draftsman details machine parts on blueprints. He is a high school graduate, but the record does not show that he received any high school training in draftsman work. He has no further academic or any professional training. There is uncontradicted testimony in the record that the draftsman's work does not involve the use of independent judgment. No evidence was offered that the draftsman's duties require the exercise of specialized training usually acquired in colleges or technical schools or through special courses. Nor does the record permit such an inference. In the absence of such an affirmative showing, we find that the draftsman is not a technical employee.[3] The draftsman's function is directly related to the Employer's production effort. Like the production and maintenance employees, he is compensated on an hourly rate basis and has the same working conditions and benefits as all other production and maintenance employees in the Employer's plant. Accordingly, we shall include the draftsman in the unit.

The Employer would include and the Petitioner would exclude Russell Davenport, a welder, who works in a room separated from the general production area under the supervision of the product engineer

[1] *Lilliston Implement Company,* 121 NLRB 868.

[2] The parties agree, as the record discloses, that the product engineer is a professional employee and that he should be excluded. Accordingly, we exclude him.

[3] *Litton Industries of Maryland, Incorporated,* 125 NLRB 722. We regard the view of our dissenting colleague as a departure from this cited case.

in the Employer's research and development department. The product engineer designs new models of tractor loaders and makes sketches. Working from these sketches, Davenport "tack" welds proposed models and, upon approval permanently welds the assembled model for testing. If the model is approved, Davenport welds additional models for sale and shipment to customers. The Employer's production welders perform the same type of work as Davenport except that they work on tested and approved assembly models. Indeed, on occasion, the production welders, like Davenport, weld untested assemblies in the research and development department. Like the production welders, Davenport is paid on an hourly basis. He receives the same employment benefits as the production welders Davenport does not design, test or approve new assembly models, nor does he work from blueprints or engineering specifications. Although he works from sketches, the record does not affirmatively establish that Davenport's work is of a technical nature involving the use of independent judgment and requiring the exercise of specialized training usually acquired in colleges or technical schools or through special courses. Accordingly, we find that Davenport is not a technical employee.[4] As Davenport's work is essentially the same as that of the production welders, we include him in the production and maintenance unit.

The Employer has five leadmen who work in its welding, shipping, pressroom, and material handling departments. The Petitioner would exclude them as supervisors. The leadmen, like other department employees, perform production work, are hourly paid, and share the same employment benefits. On occasion, the leadmen relay orders from department foremen to other employees, and make interdepartment job assignments as needed to meet work orders. The pressroom leadman "checks" the work of trainee machine operators. The leadmen have no authority to hire, promote, discharge, or discipline other employees; nor do they have authority effectively to recommend any change in the employment status of other employees. There is no evidence that the leadmen direct the work of other employees. Their authority to assign work is routine in nature. We find that the leadmen are not supervisors within the meaning of the Act. Accordingly, we include them.

The Petitioner would exclude a cylinder assembler, Steinsberger, Sr., a machinist, Steinsberger, Jr., and Lineroad, a maintenance repairman, as supervisors. These employees are hourly paid, and perform machine operating and maintenance duties in the plant production area under supervision of plant foremen and the plant

[4] *Ibid*

superintendent. There is no evidence in the record that they possess or exercise any supervisory authority. We find that the Steinsbergers and Lineroad are not supervisors within the meaning of the Act. No other grounds are advanced in support of their exclusion. As their duties and employment interests ally them closely with the other production and maintenance employees, we include them in the unit.

Accordingly, 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 production and maintenance employees at the Employer's Blair Pike Road plant in Peru, Indiana, including the draftsman, the welder in research and development, leadmen, cylinder assemblers, machinists, and maintenance repairmen, but excluding all office clerical employees, seasonal employees, guards, the product engineer and all other professional employees, and all supervisors [5] as defined in the Act.

[Text of Direction of Election omitted from publication.]

MEMBER FANNING, concurring in part and dissenting in part:

I dissent from so much of this decision as finds that the draftsman is not a technical employee.

The record indicates without contradiction that the draftsman, employed in the Employer's research and development department, is engaged in the detailing of small parts for blueprints. This is the work that is customarily associated with this classification, and nothing in the record contradicts the statement that the draftsman performs it. I would, therefore, give no controlling significance to the failure of the record to establish the extent of the draftsman's training. We indicated in *Litton* that it is the work that is significant. And we have only recently in an analogous context, reaffirmed the nature of the work as a prime consideration. *Western Electric Company*, 126 NLRB 1346. Although that case involved a statutory provision, I am persuaded that it is the nature of the work which is the significant factor in any unit determination. As I am satisfied that the draftsman is engaged in the customary duties of his classification, which is one that has customarily been considered technical, I would so hold him here, and as the parties disagree as to his unit placement, I would exclude him from the unit, in accord with our usual practice.

[5] As the Employer's president, plant superintendent, and department foremen possess and exercise supervisory authority, we find that they are supervisors within the meaning of the Act. Accordingly, we exclude them.