We find additional support for our determination that a contract was entered into by the fact that on May 13, 1960, Valley effected a wage increase for its employees in an amount that was provided for in the agreement and further made this increase retroactive to December 14, 1959, as provided for in the memorandum of agreement.

Accordingly, we find that at the time of the Pressmen's strike and picketing Valley was bound by its contract with the Pressmen. We further find Valley acted in derogation of this contract by thereafter assigning the disputed work to employees who were not members of the Pressmen.

DETERMINATION OF THE DISPUTE

On the basis of the foregoing findings of fact, and upon the entire record in the case, the Board makes the following Determination of Dispute pursuant to Section 10(k) of the Act:

All offset preparatory work which is performed by Valley Publishing Company is assigned in the contract between Valley Publishing Company and Tacoma Printing Pressmen's Union No. 44 to that Union. Accordingly, said Union was and is lawfully entitled to force or require Valley Publishing Company to assign such offset preparatory work in accordance with their contract.

Aerojet General Corporation *and* Engineers and Architects Association, Petitioner. *Case No. 21–RC–6685. June 8, 1961*

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 Norman H. Greer, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 named below 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.

The Petitioner seeks a unit composed of all employees engaged in tool design, tool fabrication liaison, quality control, and tool planning in departments 1041, 1043, and 1044 of the manufacturing division at the Employer's Downey, California, missile plant. Alternatively,

Petitioner seeks an election among all technical employees in the manufacturing division, excluding technical employees in departments 1052 and 1062.[1] As a second alternative, Petitioner will accept an election in any unit found appropriate by the Board. The Employer contends, in effect, that no election should be directed because none of the units sought by the Petitioner includes all technical employees at the plant.

The Petitioner was certified in *Rheem Manufacturing*, Case No. 21-RC-2307 (not printed in NLRB volumes), on April 9, 1952, for a unit of "tool designers, tool planners and technical typists including schedulers" at Rheem's Downey location, and continued as contractual representative with some changes in the unit until June 1, 1959, when the Rheem Downey plant was purchased by the Employer. On July 13, 1959, the Board granted Petitioner's motion to substitute the Employer's name in the 21-RC-2307 certification. Thereafter a consent election was held (*Aerojet General Corporation*, 21–RM–577 (not printed in NLRB volumes)); as the Petitioner herein, the only union involved, was not selected as bargaining representative, a certificate of results issued on November 16, 1959. Since that time the technical employees at the Downey plant have not been represented.[2]

The Petitioner contends that its primary unit request is for substantially the same unit of employees as that involved in the consent election in Case No. 21-RM-577, and that said unit is appropriate by reason of the bargaining history. We find no merit in this contention. Aside from the fact that this was a consent election in which the Board did not pass upon the appropriateness of the unit involved, the record shows that since this election the Employer has made substantial changes in its employment structure. Thus, the Employer has divided its Downey plant operations between the manufacturing division on the one hand and test and development operations on the other. Technical employees are admittedly found in both phases of the operation working in similar jobs. Although under ordinary circumstances there is no transfer or interchange of employees between the two groups, they have similar working conditions and are under common ultimate supervision. In these circumstances, a unit limited

[1] The parties are in agreement that technical employees in departments 1052 and 1062 should be excluded from the unit, on the basis of their physical location outside the manufacturing division and their test and development work Department 1052 is administratively, however, in the manufacturing division while department 1062 is administratively outside the manufacturing division Both are in the same plant confines

[2] The unit description in 21–RM–577, based on the last contractual unit, was: "All employees employed by Aerojet-General Corporation in its manufacturing operation in its plant located at 11711 Woodruff Avenue, Downey, California, in the following classifications: Draftsman A, B and C, Planner A & B, Planning Clerk A and B, Production Planner A, B and C, Scheduler-Tool A and B, Senior Planner A, Technical Illustrator A and B, Tool Control Man A and B, Tool Designer A, B and C, Tool Fabrication Estimator A, Tool Liaison Man A and B, Tool Design Checker A, Quality Control Analyst A, including leadmen in the above classifications, excluding all other employees, guards, professional employees and supervisors as defined. . . ."

to technical employees in certain departments of the manufacturing division, or to the manufacturing division physical location alone, would clearly be inappropriate since the only appropriate unit for a group of technical employees must include all such technicians similarly employed.[3] As the Petitioner is seeking only a segment of such employees, we find that neither of the first two units requested by the Petitioner is appropriate. However, as the Petitioner has indicated its willingness to accept an election in any unit found appropriate by the Board and as we find a plantwide unit of technical employees appropriate, we shall direct an election in a unit of technical employees coextensive with the Employer's operations at this plant.

4. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act:

All technical employees at the Employer's Downey, California, missile plant, including technical employees in departments 1052 and 1062, but excluding all other employees, guards, professional employees, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

[3] *Solar Aircraft Company*, 116 NLRB 200, 202.

Mon-Clair Grain and Supply Co.[1] ***and*** **International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, AFL-CIO, and its Local Union 21 of Belleville, Illinois, Joint Petitioners.** *Case No. 14-RC-3938. June 8, 1961*

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 W. Noble, Jr., 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 McCulloch and Members Rodgers 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 organizations involved claim to represent certain employees of the Employer.

[1] The name of the Employer appears as corrected at the hearing.