priate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. At all times since August 17, 1960, the above-named labor organization, by virtue of Section 9(a) of the Act, has been and is now the exclusive representative of all employees in the said unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

5. On August 17, 1960, and at all times since then, the Respondent refused and continues to refuse to bargain collectively with the said labor organization within the meaning of Section 8(a)(5) of the Act.

6. By interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 of the Act, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]

Southern Wyoming Utilities Company and Pacific Power & Light Company [1] ***and*** **International Brotherhood of Electrical Workers, AFL–CIO, Petitioner.** *Case No. 27–RC–1982. June 27, 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 Allison E. Nutt, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error, and are hereby affirmed.[2]

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 [Members Leedom, Fanning, and Brown].

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

1. The Employers are engaged in commerce within the meaning of the Act.

2. The Petitioner and Intervenor are labor organizations within the meaning of the Act, claiming to represent certain employees of the Employers.

3. A question affecting commerce exists concerning the representation of employees of the Employers within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

The instant petition was filed on December 22, 1960, requesting a unit of employees in the electric and water departments of Southern Wyoming Utility Company, herein called Southern Wyoming, in Rock Springs, Wyoming. The Intervenor and Pacific Power contend that a contract between them is a bar to this petition.

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[1] The names of the Employers appear as corrected on the record.

[2] For reasons given below, the motions to dismiss made by Pacific Power & Light Company, herein called Pacific Power, and Utility Workers Union of America, Local 127, AFL–CIO, the Intervenor, are hereby denied.

When the petition was filed, Pacific Power was in the process of acquiring the physical properties of Southern Wyoming, and plans called for including these facilities in Pacific Power's Wyoming Division. At the time, the Intervenor and Pacific Power were parties to a contract covering certain employees in Pacific Power's Wyoming Division.[3] The sale of Southern Wyoming's facilities to Pacific Power was not consummated until March 10, 1961, and, as of that date, Southern Wyoming's employees became employees of Pacific Power.[4] It is clear from these facts that this petition was filed before Southern Wyoming's employees ever became employees of Pacific Power. Accordingly, no contract between Intervenor and Pacific Power can bar the petition.

4. The Intervenor and Pacific Power contend that the unit proposed by Petitioner is inappropriate and that a unit of all employees in the Wyoming Division of Pacific Power is alone appropriate. As employees of Southern Wyoming, the requested employees were unrepresented.

Pacific Power's intentions at the time of the hearing was to establish the requested employees as a Rock Springs District within its Wyoming Division represented by the Intervenor. The Wyoming Division has its own manager. It is composed of certain operating districts. Each district performs its own maintenance work on the transmission lines which fall within its territory. Except in emergency situations, the employees assigned to a district work solely within their districts. A roving maintenance crew works on line maintenance throughout the State and will service any newly established Rock Springs District.

Upon the entire record, we find that the existing unit of the Intervenor augmented by the former Southern Wyoming employees would be an appropriate one for bargaining purposes. However, in the circumstances related above, we find that a separate unit of the heretofore unrepresented, readily identifiable employees requested by the Petitioner would also be appropriate.[5] Accordingly, we shall make no determination with respect to those employees at this time, but shall first ascertain their desire as expressed in the election which we direct herein.

In conformity with our findings above, we shall direct an election among the employees of Pacific Power who were formerly employed by Southern Wyoming, excluding office clerical employees, confidential employees, guards, professional employees, and supervisors as defined in the Act.

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[3] The Intervenor represents a statewide unit, excluding certain employees represented by another labor organization not involved in this proceeding.

[4] These facts are disclosed by a stipulation of the parties received subsequent to the hearing.

[5] *Montana-Dakota Utilities Co.*, 110 NLRB 1056; *Brooklyn Union Gas Company*, 123 NLRB 441.

If a majority of the employees in the voting group cast their ballot for the Petitioner, they will be taken to have indicated that they desire to constitute a separate unit, and the Regional Director is instructed to issue a certification of representatives to the International Brotherhood of Electrical Workers, AFL–CIO, for such unit, which the Board, under the circumstances, finds appropriate for the purposes of collective bargaining. If a majority of the employees in the above voting group cast their ballots for the Intervenor, they will be taken to have indicated their desire to be included in the existing unit, in which event the regional Director will certify the results of the election.

[Text of Direction of Election omitted from publication.]

Grimes Manufacturing Company *and* International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, AFL–CIO. *Case No. 8–CA–2217. June 28, 1961*

DECISION AND ORDER

On March 23, 1961, Trial Examiner C. W. Whittemore issued his Intermediate Report in the above-entitled proceeding, finding that Respondent had not engaged in the unfair labor practices alleged in the complaint, and recommending that the complaint be dismissed in its entirety, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the General Counsel and the Charging Party filed exceptions to the Intermediate Report, together with supporting briefs. The Respondent filed a brief in support of the Intermediate Report.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudical error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

[The Board dismissed the complaint.]

INTERMEDIATE REPORT

STATEMENT OF THE CASE

Charges having been filed and served, a complaint and notice of hearing thereon having been issued and served by the General Counsel of the National Labor Relations Board, and an answer having been filed by the above-named Respondent, a hearing involving allegations of unfair labor practices in violation of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, was held in Urbana, Ohio, on January 24 and 25, 1961, before the duly designated Trial Examiner.