

WE WILL NOT interrogate our employees regarding their union membership or union activities

WE WILL NOT threaten our employees with reprisals because of their union membership or activities.

WE WILL NOT promise benefits to our employees if they will abandon the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local 29-UAW, AFL-CIO.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining, or to refrain from any and all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a) (3) of the Act.

IDA TURNER, DOING BUSINESS AS I. TURNER
CANVAS AND UPHOLSTERY COMPANY,

Employer

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, 745 Fifth Avenue, New York 22, New York, Telephone Number, Plaza 1-5500, if they have any question concerning this notice or compliance with its provisions.

Westinghouse Electric Corporation, Small Motor Division and Lima Westinghouse Salaried Employees Association, affiliated with the Federation of Westinghouse Independent Salaried Unions, Petitioner. *Case No. 8-RC-2332. September 21, 1962*

SUPPLEMENTAL DECISION AND ORDER AMENDING CERTIFICATION

On March 14, 1955, the Regional Director for the Eighth Region issued a Certification of Results of Election in the above-entitled proceeding certifying that Lima Westinghouse Salaried Employees Association, affiliated with the Federation of Westinghouse Independent Salaried Unions, herein called the Union,¹ might bargain for the professional employees employed at the Employer's Lima, Ohio, plant as part of the unit of salaried technical and clerical employees for which it has been the certified representative since 1941.²

Thereafter, on February 26, 1962, the Union filed a petition for clarification of unit, and on March 12, 1962, the Employer filed a cross-petition for clarification of unit.

On May 10 and 11, and June 19, 1962, pursuant to an Order of the Board, a hearing was held before Norman R. Prusa, hearing officer, on the issues raised by the petitions. Both parties appeared and par-

¹ The Union's name appears as amended at the hearing.

² 38 NLRB 901. See also 53 NLRB 510. The Regional Director's action followed a Decision and Direction of Election (111 NLRB 497), in which the Board accorded the professional employees a self-determination election

ticipated in the hearing. 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 [Members Rodgers, Fanning, and Brown].

Upon the entire record, the Board finds:

At the hearing, the parties stipulated to the following amendment of the certification language, which reflects minor changes in the Employer's operations and leaves the unit as presently constituted without substantive change:

All salaried technical, clerical, and professional employees at the Lima, Ohio, facilities of Westinghouse Electric Corporation, located at Wapak Road, and 325-327 South Main Street, but excluding all other employees, shop production clerks, secretaries to division general managers, assistant division general managers, managers of manufacturing, managers of accounting, industrial relations managers, managers of union relations, and also excluding cashiers and all supervisors as defined in the Act as amended.

The amendment is granted. We shall amend the certification accordingly.

At the hearing, the parties also stipulated that their only disagreement concerns the unit placement of (a) the senior internal auditor and (b) industrial relations assistants, both of which categories the Union would include and the Employer would exclude as managerial or confidential employees.

The Senior Internal Auditor

The incumbent, senior internal auditor, has occupied his present position since May 1, 1961. Unlike his predecessor, who was excluded from the unit as a supervisor, he lacks supervisory authority. His primary function is to conduct independent audits of the Employer's operations in order to check on the accuracy and reliability of its accounting systems, financial controls, and operation procedures. He regularly audits accounts payable, payrolls, inventories, and patent licenses, and conducts other audits on special assignment. His audits require checking of the Employer's procedures and computations for accuracy and a familiarity with existing labor contracts. Upon the completion of an audit, he prepares a formal audit report which includes a comment on the operation and efficiency of the departments concerned, based on his own observations and discussions with the department managers concerned. His audit report goes to the internal area supervisor, his immediate supervisor, at Columbus, Ohio, and thence to the director of audits at the Employer's Pittsburgh, Penn-

sylvania, home office, who in turn reports to the Employer's assistant controller.

The senior internal auditor shares an office with an auditor A, who has the same immediate supervision and whose inclusion in the unit is not disputed. The only apparent differences in the duties of these two employees are that the former alone audits salaried employee payrolls, and that the latter has not as yet prepared audit reports, but is expected to do so shortly.

It thus appears that the senior internal auditor does not assist in the formulation, determination, and effectuation of management policy, but on the contrary, merely analyzes company operations established pursuant to management policies already in existence. It further appears that the senior internal auditor has no great access than the Union, either to personnel information respecting the employees in the unit or to other matters relative to the field of the Employer's industrial relations. In these circumstances, we find that he is neither a managerial nor a confidential employee,³ and is therefore properly included in the Union's certified bargaining unit.

Industrial Relations Assistants

The industrial relations department consists of seven employees under the supervisor of industrial relations services, who in turn reports directly to the manager of industrial relations at the Lima plant. The employees in this department include the two industrial relations assistants here in issue, two industrial relations clerks, two employees who work in the area of suggestions, and one stenographer. Both industrial relations assistants are currently in the bargaining unit. One is the union representative for the industrial relations department, and the other is his alternate representative, both positions being equivalent to that of shop steward from the union standpoint.

The industrial relations assistants administer the Employer's established procedures for hiring, upgrading, downgrading, and recalling employees. Thus with regard to hiring, they interview applicants, administer prescribed aptitude tests, grade them according to standards prescribed by the testing company, refer applicants with the highest grades to departmental supervisors who alone select them for employment, and advise successful applicants as to the Employer's employment practices. In processing these applicants, they are permitted to make only routine deviations from established procedures.⁴ With regard to upgrading, the industrial relations assistants receive all bids for new openings, check on the bidders' seniority, and select

³ *Western Electric Company, Incorporated*, 126 NLRB 1346, at 1356-1357, and cases cited therein; *Westinghouse Electric Corporation*, 122 NLRB 391, at 393.

⁴ Thus, an industrial relations assistant might bypass an applicant with a high score on the test, but slovenly in appearance or personal habits.

them in order of their seniority for interviews with departmental supervisors. Although in obvious cases the industrial relations assistants may advise applicants that their chances of selection for new openings are negligible, they may not refuse them interviews, if the applicants are otherwise eligible. With regard to downgrading, in the event of a reduction in force, the industrial relations assistants receive a cutback list of affected employees, from which they make up worksheets showing the employees their "bumping" rights in other departments, as governed by labor contracts with which the industrial relations assistants must be familiar. They explain to the affected employees their "bumping" rights in accord with their worksheets, together with the several options they are privileged to exercise in the process. With regard to recalls, the industrial relations assistants use an inactive seniority list for each of the five labor contracts in existence at the Employer's plant. From these they are obliged to select first for recall the most senior employee previously employed on the job covered by the recall, or in a job in the same occupational line.

Upon request, the industrial relations assistants send to the Ohio Bureau of Unemployment Compensation reports stating the reason for the separation of the Employer's employees from their jobs. In so doing, they merely transfer the reasons given for the separation by the ex-employees' supervisors. They may also attend meetings of that State agency, but only to verify claims in the Employer's behalf. Although they must be intimately familiar with the Employer's existing labor contracts, they are not in a position to learn of matters relative to future policies, are not consulted in that regard, and have no access to information used by management in collective-bargaining negotiations.

In these circumstances, we find that the industrial relations assistants are neither managerial nor confidential employees and are therefore properly included in the Union's certified bargaining unit.⁵

ORDER

IT IS HEREBY ORDERED that the certification of representatives issued to Lima Westinghouse Salaried Employees Association, affiliated with the Federation of Westinghouse Independent Salaried Unions, in Case No. 8-RC-1251, be, and the same hereby is, amended so that the unit description therein is:⁶

⁵ *Westinghouse Electric Corporation (Newark Plant)*, 89 NLRB 8. We find that the exclusion of the industrial relations assistants at the Bloomfield Works, at p. 24 of that Decision is not dispositive of the cases of the industrial relations assistants herein, whose duties and functions have been separately considered and have been more completely developed in the instant record. In view of our decision herein, we find it unnecessary to consider the Union's other grounds for opposing the Employer's clarification request.

⁶ This Order does not constitute a recertification of representatives

All salaried technical, clerical, and professional employees at the Lima, Ohio, facilities of Westinghouse Electric Corporation, located at Wapak Road, and 325-327 South Main Street, including the senior internal auditor and industrial relations assistants, but excluding cashiers, shop production clerks, secretaries to division general managers, assistant division general managers, managers of manufacturing, managers of accounting, industrial relations managers, managers of union relations, all other employees, and all supervisors as defined in the Act as amended.

Knoxville News-Sentinel Company, Inc.¹ and Knoxville Mailers Union, Local 83, International Mailers Union (Ind.), Petitioner.
Case No. 10-RC-5112. September 21, 1962

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 Aaron Z. Dixon, 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 organizations involved claim to represent certain employees of the Employer.²

3. A question affecting commerce exists concerning the representation of certain 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 a newspaper publisher in Knoxville, Tennessee, where it publishes morning, evening, and Sunday editions and employs approximately 30 regular and 33 part-time employees in the mailroom. The mailroom is under the overall supervision of the circulation manager, but is separately supervised at the lower echelons. The Petitioner seeks a unit of mailroom employees at Employer's plant, excluding the part-time mailroom employees. The Intervenors agree that the unit sought is appropriate, while the Employer contends that only an overall unit of all employees in the circulation department is appropriate.

¹ The name of the Employer appears as amended at the hearing

² As the testimony shows that Knoxville Mailers Union, Local 83, International Typographical Union, AFL-CIO, Intervenor herein on the basis of a proper showing of interest, exists for the purpose of collective bargaining with employers concerning wages, hours, and conditions of employment on behalf of its members, we find Intervenor is a labor organization within the meaning of Section 2(5) of the Act *Lancaster Welded Products*, 130 NLRB 1478.