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Texaco, Inc., Petitioner and Oil, Chemical and Atomic Workers International Union, AFL-CIO. Case No. 7-RM-482. September 21, 1964

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Hearing Officer Milton Fischer. 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 3-member panel [Members Fanning, Brown, and Jenkins].

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

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.

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

3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Sections 9(c) (1) and 2(6) and (7) of the Act for the following reasons:

The Employer operates a terminal for the storage and sale of petroleum products in Dearborn, Michigan. No union has ever been certified by the Board as the exclusive representative of any of the employees at the Dearborn terminal. However, since the construction of the Dearborn facility in 1954, the Union has represented a terminal unit described in the most recent contract as consisting of "all truck-drivers, warehousemen, loaders-gaugers, assistant warehousemen, cashiers, clerks, yardmen, watchmen, car washers and greasers, telephone operators, and auto mechanics" and excluding supervisors. The most recent contract covering the employees in question expired on January 1, 1964. In support of its petition, the Employer contends that the clerical employees who are the subject of this proceeding are office clericals, and that notwithstanding any bargaining history, they should be in a separate unit.

There are approximately 50 employees in the unit covered by the expired contract. In issue are 10 clerks in various categories, to wit: 2 cashiers, 2 order clerks, 1 overflow desk clerk, 1 equipment clerk, 1 telephone operator, 1 stock order clerk, 1 bulk stock clerk, and 1 stock package-handling clerk.

All 10 of these employees come under the immediate supervision of 1 of the 2 assistants to the general superintendent of the terminal. The other assistant superintendent is responsible for the production and maintenance employees. The truckdrivers, who are also part of the production and maintenance unit, are under the immediate supervision of the terminal dispatchers.

The clerical employees work in a building which is located within the same fenced compound as other terminal structures and is approximately 100 yards from the warehouse. This building also houses district sales personnel who are not involved herein.

The employees in the above classifications handle all clerical work required in the operation of the terminal. The two cashiers accept and record cash received by the drivers for sales. The bulk stock clerk maintains records of all bulk stock handled and the invoicing of certain distributors' accounts. The equipment clerk handles the ordering of equipment and is also responsible for records regarding the equipment of area service stations. One clerk records the stock coming into the terminal from other plants and another records all incoming and outgoing package stock. The two order clerks handle incoming orders from salesmen, consumers, and service stations and are aided in this work by the overflow clerk when necessary. Apart from the order clerks who prepare their own invoices, the clerks receive their invoices from either the drivers or the loaders in the terminal.

Both the clerical and the production and maintenance employees are salaried. The terminal is in continuous operation, consequently production and maintenance employees work various shifts. All the clerical employees work at different times between 8 a.m. and 5:45 p.m. All the employees under the contract have the same vacation, holidays, and other fringe benefits. A composite seniority list covers all terminal employees. There is some interchange between the clericals and other terminal employees and, in accord with the provisions of the contract, eligibility for promotion and transfer is available and has taken place on a terminalwide basis.

The record reveals that the work of the employees in question brings them into frequent contact with other employees of the terminal and that their duties are a part of the functional operations of the installation. Their community of interest with the production and maintenance employees is further demonstrated by their actual interchange with that group in the past.

Under these circumstances, we believe that the clerical employees in question are plant clericals¹ whose interests are closely related to

¹ Although the telephone operator performs duties which are frequently associated with office clerical work, her voluntary inclusion along with employees regularly performing plant clerical functions in the operating unit is sufficient to warrant continuation of that unit placement. *Arborne Freight Corporation*, 142 NLRB 873.

those of other terminal employees.² Accordingly, as no question concerning representation of these employees exists, we shall dismiss the petition.

[The Board dismissed the petition filed herein.]

² See *General Petroleum Corporation*, 83 NLRB 514.

NASA Exchange-MSc Exchange Council¹ and General Drivers, Warehousemen and Helpers Local Union No. 968, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Petitioner. Case No. 23-RC-2265. September 21, 1964

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Hearing Officer C. L. Stephens. 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 National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman McCulloch and Members Leedom and Brown].

Upon the entire record in this case the Board finds:

The Petitioner and Intervenor² seek to represent the cafeteria employees of the Employer. The Employer raised a question at the hearing whether the operation here involved was an employer within the meaning of the Act or a Government instrumentality, and requested a Board determination of this matter.

The director of the Manned Spacecraft Center in Houston established the Exchange Council in July 1962, by a directive which described it "as a Government instrumentality and entitled to all the immunities and privileges of a Government instrumentality," and stated that its objective was "to establish and operate activities which will contribute to the efficiency, welfare and morale of the MSC per-

¹ The name of the Employer appears as amended at the hearing. The record shows that this is an abbreviated identification of National Aeronautics and Space Administration Exchange-Manned Spacecraft Center Exchange Council.

² Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO, Local Union No. 251, herein referred to as the Intervenor, was permitted to intervene on the basis of a showing of interest.