

## Appendix J

## NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT engage in any acts in any manner interfering with the efforts of TEXTILE WORKERS UNION OF AMERICA, CIO, to negotiate for or represent the employees in the bargaining unit described below.

WE WILL bargain collectively upon request with the above-named union as the exclusive representative of all employees in the bargaining unit described below with respect to wages, rates of pay, hours of employment, and other conditions of employment and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All our production and maintenance employees, including watchmen and firemen, but excluding guards, clerical employees, time and frequency checkers, employees hired for and employed solely in connection with a specific construction or installation job of limited duration and not a part of the employer's regular production or maintenance operations, executives, supervisors with the rank of second hand or higher, and all other supervisors as defined in the Act.

HUNTSVILLE MANUFACTURING COMPANY,  
*Employer.*

By \_\_\_\_\_  
(Representative) (Title)

Dated \_\_\_\_\_

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

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HART'S FOOD STORES, INC. and LOCAL 95, AMALGAMATED MEATCUTTERS & BUTCHER WORKMEN OF NORTH AMERICA, AFL, PETITIONER. *Case No. 3-RC-925. June 13, 1952*

## Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before John Weld, 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 [Members Houston, Murdock, and Styles].

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 employees of the Employer.

3. No 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, for the following reasons:

The Employer operates a chain of 98 food stores in Rochester, New York, and in surrounding towns within a 50-mile radius of Rochester. There are 2 divisions of these stores. One, known as Star Super Markets, consists of 28 so-called "super markets," all of which have meat departments.<sup>1</sup> The other, known as Hart's Food Stores, comprises 70 small grocery stores, 20 of which have meat departments.<sup>2</sup>

The Petitioner seeks a unit of the meat department employees<sup>3</sup> in one Star Super Market in Rochester. The Employer contends that this unit is inappropriate because it embraces only one small segment of its organization, and that an appropriate unit should be much larger in scope.<sup>4</sup>

The operation of all the Employer's stores, both Star and Hart, is very closely controlled from a central office in Rochester. The central office handles the buying and delivery of merchandise, the merchandising and sales policy, and the advertising, for all stores. At the central office there is a supervisor of the meat departments of all stores, a supervisor of the grocery departments of all stores, and a supervisor of the produce departments of all stores. Under these supervisors are field supervisors who travel from store to store in the more immediate supervision of these respective operations. The meat department in each Star Market is a separate entity from the rest of the store, and has a head meatcutter, but this employee is acknowledged by both parties not to be a supervisor. Moreover, the store manager of a Star Market has no direct responsibility for the meat department as such, because the head meatcutter reports to his field supervisors rather than to the store manager.

The central office handles the hiring, discharging, and grievances of all employees, and the paying of all Star employees. All Star employees, except for the head meatcutter, are paid a straight salary, and all Hart employees are on an incentive basis. There is some interchange of meat, grocery, and produce employees, respectively, from store to store, and from the Hart to the Star division, and vice versa.

The unit sought by the Petitioner finds no support in the nature of the operations of the Employer or in its organizational structure, and

<sup>1</sup> Twenty of these "super markets" are in Rochester, and the rest are in surrounding towns.

<sup>2</sup> Forty-five of these stores are in Rochester, and the rest are in surrounding towns. Of the 20 with meat departments, 6 are in Rochester and 14 are in the outlying areas.

<sup>3</sup> Journeymen meatcutters, meat apprentices, meat-counter men, meat wrappers, and head meatcutters.

<sup>4</sup> The Employer took no definite position on the composition of an appropriate unit, but did indicate that it should include all employees, grocery and produce as well as meat, in all Star stores, or all employees in all Star stores and Hart stores.

no other basis appears for establishing such a unit. We find, therefore, that the unit petitioned for is inappropriate, and that no question affecting commerce exists concerning the representation of employees of the Employer.<sup>5</sup>

### Order

Upon the basis of the foregoing findings of fact, and upon the entire record, the National Labor Relations Board hereby orders that the petition filed herein be, and it hereby is, dismissed.

<sup>5</sup> See *Schaffer Stores Co., Inc.*, 88 NLRB 1446; *Kroger Company*, 88 NLRB 194; *The Grand Union Company*, 81 NLRB 1016.

NATIONAL MALLEABLE AND STEEL CASTINGS COMPANY *and* PATTERN MAKERS' LEAGUE OF NORTH AMERICA, A. F. OF L., PETITIONER. *Case No. 35-RC-673. June 13, 1952*

### 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 Richard C. Curry, 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 Herzog and Members Houston and Murdock].

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.

3. The Employer and the Intervenor herein, International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, CIO, Local 761, contend that their current contract constitutes a bar to this proceeding. The Petitioner argues that the contract contains an illegal union-security clause and, therefore, cannot operate as a bar.

The contract, which covers all production and maintenance employees, was executed August 28, 1950, to remain in effect until July 24, 1953, with provision for annual automatic renewals thereafter. The contract provides:

#### Article II. RECOGNITION

##### Section 2.

(a) Each employee who, on the effective date of this agreement is a member of the Union in good standing . . . shall,