Companies. In view of the foregoing, and as the employees of the two Companies work in the same building, we find, despite the separate corporate structures, that a single overall unit of the employees of General and Industrial is appropriate as we have found where one corporation performs all these functions.[7] Moreover, we find no merit in the Employer's contention that the seamstresses and a plant maintenance man cannot properly be included in any unit with other employees as they constitute skilled craft groups whose interests differ from those of the production employees. In the circumstances, as the seamstresses repair garments and the maintenance man works in the plant repairing machinery, they are, we find, clearly production and maintenance employees who belong in the unit herein found appropriate.[8] We shall therefore include them.[9]

In view of the foregoing, we find that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of the Employer at Jacksonville, Florida, including seamstresses and the plant maintenance man, but excluding office clerical employees, professional employees, administrative employees, timekeepers and time clerks, truckdrivers,[10] guards, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

[7] *Independent Linen Service Company of Mississippi*, 122 NLRB 1002; *Keystone Coat, Apron & Towel Supply Company*, 121 NLRB 880; *Stainless Welded Products, Inc.*, 116 NLRB 791, 792

[8] *San Joaquin Compress and Warehouse Company*, 95 NLRB 279, 281; see also *Filtration Engineers, Incorporated*, 98 NLRB 1210, 1212.

[9] In view of our findings above, the Employer's motions to dismiss on various grounds that the requested units are not appropriate are denied.

[10] The parties agreed at the hearing to the exclusion of truckdrivers and truckdriver supervisors.

Dinkler-St. Charles Hotel, Inc.[1] ***and*** **New Orleans Hotel Employees Trades & Craft Council, AFL-CIO, Petitioner.** *Case No. 15-RC-1997. October 20, 1959*

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 Loren P. Jones, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

[1] The Employer's name appears as amended at the hearing

*On November 6, 1959, the Board issued an order approving stipulation in which the parties stipulated and agreed that the above Decision and Direction of Election be amended by excluding office clerical employees from the appropriate unit.

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 Leedom and Members Bean and Fanning].

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

1. The Employer moved on jurisdictional grounds that the petition be dismissed. The Employer is part of a hotel chain, makes purchases indirectly from points outside the State of Louisiana where it is located,[2] had gross revenues during 1958 in excess of $500,000, and less than 75 percent of the guests stay for a month or longer. In view of the foregoing, we find that the Employer is engaged in interstate commerce and that its operations meet the Board's jurisdictional standards for the hotel industry of which it is a part. Accordingly, we further find that it will effectuate the policies of the Act to assert jurisdiction in this proceeding. The Employer's motion to dismiss on jurisdictional grounds is, therefore, denied.[3]

2. The Employer contends that the Petitioner, a council of nine local unions, is not a labor organization, alleging it has no proper constitution or bylaws and that it is not an organization "in which employees participate." The Council has a set of bylaws which, *inter alia*, establish its organization, providing that it shall be composed of representatives of its member unions and setting forth as its purposes a "uniform system of negotiations between the unions involved and employers in the Hotel Industry" and the establishing of an "equitable system of arbitration in order to obtain and maintain harmonious labor management relationship." The bylaws also indirectly recognize that the Council shall have the right to file representation petitions. At the hearing the Petitioner's witness testified that the Council intended to bargain with employers for such employees as choose it as their representative and that any resulting contract would be signed by the Council's bargaining representatives on its behalf and by representatives of each local union involved. He further testified that the Council and locals would be responsible for carrying out union commitments set forth in any agreement. Though the bylaws alone are not without their ambiguities, the record shows, in our opinion, that the Council was established to organize and represent employees in collective bargaining. Furthermore, it is clear that employees in each of the member unions participate in the affairs of the Council through their representatives on the executive board of the Council. Consequently, we find that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.[4]

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[2] The Employer purchases yearly from local distributors approximately $83,000 worth of liquor, which, the record indicates, originates at points outside the State of Louisiana.

[3] *Floridan Hotel of Tampa, Inc.*, 124 NLRB 261. In view of our findings here, we also deny the Petitioner's motion to reopen the record for the purposes of submitting further evidence on the question of commerce.

[4] See *Courtaulds (Alabama), Inc.*, 109 NLRB 571, 572, footnote 3. As for the Employer's contention that despite the organization of the Council the constituent unions

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

4. The parties stipulated that a unit of all the Employer's employees is appropriate. They also stipulated that certain employees or classifications of employees should be excluded as confidential employees, temporary or casual employees, guards, and supervisors.[5] We shall adopt these stipulations except that relating to confidential employees.

The parties seek to exclude as confidential, accounting clerks, payroll clerk, a statistical typist, accounts receivable clerk, multilith operator, and secretary to the sales manager. The accounting clerks consolidate departmental charges and keep records. The payroll clerk makes up the payroll for all the office, keeps payroll records, and handles all payroll. The statistical typist is the auditor's secretary and types statistical reports and performs other jobs as requested by the auditor. The accounts-receivable clerk takes care of the accounts receivable and the city ledger account and makes up monthly statements. The multilith operator prints all the documents dealing with accounts, sales, and catering department. As for the secretary to the sales manager, she does all of his typing and all his correspondence and maintains the sales office files. The parties apparently base their agreement that these employees are confidential on the ground that they handle material dealing with the Employer's financial matters. However, the Board has defined as confidential "only those employees who assist and act in a confidential capacity to persons who formulate, determine, and effectuate management policy in the field of labor relations."[6] Clearly, the employees in the classifications listed above do not fall within the category of confidential as so defined. Rather, we find, in view of their duties as described above, that they are office clerical employees,[7] and properly belong in the stipulated unit which includes all of the Employer's other office clericals.[8] We shall, therefore, include them.

In view of the foregoing, we find that the following employees of the Employer constitute a unit appropriate for the purpose of collec-

intend to bargain separately for particular groups of employees in the unit, it is sufficient to note that only the Petitioner's name will be placed on the ballot and, if it is certified, the Employer may then insist that it bargain as the exclusive representative of all employees in the unit.

[5] As to the latter three categories the parties agree that three temporary carpenters and all irregular and casual banquet employees should be excluded as temporary or casual employees; that the house officers and watchmen should be excluded as guards; and that the auditor, assistant auditor, general cashier, sales manager, general manager, assistant manager, head house officer, superintendent of service, transportation manager, executive housekeeper, assistant housekeeper, catering manager, assistant catering manager, chef, head cook, laundry manager, chief engineer, assistant chief engineer, and the head barber should be included as supervisors.

[6] *B. F. Goodrich Company*, 115 NLRB 722.

[7] See *The Kroger Company*, 116 NLRB 1842; *Sears Roebuck & Company*, 112 NLRB 559, 560–561.

[8] See *Raybestos Manhattan, Inc.*, 115 NLRB 1036.

tive bargaining within the meaning of Section 9(b) of the Act: All employees including the accounting clerks, payroll clerk, statistical typist, accounts receivable clerk, multilith operator, secretary to the sales manager, and all regular and part-time employees employed at the Employer's hotel, New Orleans, Louisiana, but excluding temporary or casual employees, watchmen, guards, and all supervisors as defined in the Act.[9]

[Text of Direction of Election omitted from publication.]

[9] The parties agreed that two bootblacks should be included in the unit if employees of the Employer, but excluded if concessionaires. There is insufficient evidence in the record to determine the relationship existing between the bootblacks and the Employer. We shall, therefore, permit them to vote subject to challenge.

Hall-Scott, Incorporated, and its successor, Sequoia Wire and Cable Company[1] ***and*** **August E. Sommerfeld**

Sheet Metal Workers International Association, Local Union No. 170 *and* August E. Sommerfeld. *Cases Nos. 21-CA-2805 and 21-CB-950. October 21, 1959*

DECISION AND ORDER

On February 26, 1959, Trial Examiner Wallace E. Royster issued his Intermediate Report in the above-entitled proceedings, finding that the Respondents named above had not engaged in the unfair labor practices alleged in the consolidated complaint herein 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 filed exceptions to the Intermediate Report and a supporting brief.[2]

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in the case. We find merit in the exceptions and accordingly adopt the findings, conclusions, and recommendations of the Trial Examiner only insofar as they are consistent with our findings, conclusions, and order herein set forth.

[1] At the close of the hearing, the Trial Examiner dismissed the complaint as to Sequoia Wire and Cable Company because the record failed to show that it was a successor to Hall-Scott, Incorporated. As no exceptions to the ruling have been filed, it is adopted *pro forma*.

[2] The Respondent Union also filed exceptions to a single subsidiary finding of the Trial Examiner. We agree with the Respondent Union that there is no basis in the record for the Trial Examiner's finding that when Sommerfeld was demoted from leadman to welder in July 1957 his rate of pay was set below that of the other welder.