

In the Matter of UNITED STATES TIME CORPORATION, EMPLOYER and  
INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE No. 325,  
PETITIONER

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INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE No. 325,  
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*Cases Nos. 32-RC-134 and 32-RC-135, respectively.—Decided  
October 24, 1949*

DECISION  
ORDER  
AND  
DIRECTION OF ELECTION

Upon separate petitions duly filed, a consolidated hearing was held before William P. Alexander, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.<sup>1</sup>

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 [Members Houston, Reynolds, and Murdock].

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 organizations involved claim to represent certain employees of the Employer.<sup>2</sup>
3. A question affecting commerce exists in Case No. 32-RC-134 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. No such question affecting commerce exists in Case No. 32-RC-135, for reasons set forth in paragraph 4, below.

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<sup>1</sup> The Petitioner moved at the hearing to amend the unit descriptions in both petitions. The Intervenor objected, and the hearing officer referred the motions to the Board. The Petitioner's motions are hereby granted, as the parties had full opportunity to litigate all unit issues raised by the amended petitions. *Matter of Wm. F. Crome & Co.*, 80 N. L. R. B. 986.

<sup>2</sup> At the hearing, Clock Workers Union No. 24011, A. F. L., herein called the Intervenor, appeared and moved to intervene because of its current contractual interest. The motion was granted without objection.

At the hearing, the Intervenor moved to dismiss the petitions on the ground that they were not timely filed. The hearing officer referred this motion to the Board.

In 1946, following a consent election,<sup>3</sup> the Intervenor was certified as the bargaining agent for the production and maintenance employees, including the employees now sought by the Petitioner. On April 16, 1947, the Employer and Intervenor entered into a collective bargaining agreement<sup>4</sup> effective June 4, 1947, for a 2-year term, and thereafter from year to year, in the absence of written notice of desire to amend, modify, or cancel, given by either party to the other at least 60 days before any anniversary date. On April 1, 1949, the Intervenor notified the Employer of its desire to negotiate a new contract. On the same day, the Petitioner notified the Employer of its claim to represent the employees herein concerned. On April 8, 1949, the Petitioner filed the instant petitions. Thereafter, on July 19, 1949, the Employer and the Intervenor executed a new collective bargaining contract, effective June 4, 1949, for a 1-year period.<sup>5</sup>

The Intervenor argues that the petitions were untimely because they were filed less than 60 days before the termination date of the 1947 contract. This contention lacks merit. The Petitioner's claim of representation, served before the automatic renewal date, was sufficient to raise a question concerning representation, and was followed within 10 days by a formal petition.<sup>6</sup> Moreover, the 1947 contract cannot constitute a bar to a present election, as the Intervenor's timely notice prevented its automatic renewal, and caused it to expire on June 4, 1949.<sup>7</sup> Furthermore, the 1949 contract cannot be considered as a bar, as it was executed after the filing of the petitions.<sup>8</sup> Accordingly, we hereby deny the Intervenor's motion to dismiss the petitions on the grounds stated.<sup>9</sup>

4. In Case No. 32-RC-134, the Petitioner seeks a unit of all tool makers and all other employees employed in the toolroom, Department 2333. In Case No. 32-RC-135, the Petitioner requests a unit of all employees employed in the maintenance department, Department 2351. Alternatively, the Petitioner would be willing to accept a single

<sup>3</sup> Case No. 15-R-1630.

<sup>4</sup> In this contract, the Intervenor acted jointly with Office Employees Local Union No. 105, and Federal Labor Union No. 24176, also affiliates of the American Federation of Labor.

<sup>5</sup> This contract contained automatic renewal and 60-day notice provisions substantially similar to those in the 1947 contract.

<sup>6</sup> Compare *Matter of General Electric X-Ray Corporation*, 67 N. L. R. B. 997.

<sup>7</sup> *Matter of C. A. Swanson and Sons*, 81 N. L. R. B. 321; and *Matter of Brunswick Balke Collender Company*, 81 N. L. R. B. 877.

<sup>8</sup> *Matter of C. A. Swanson and Sons*, *supra*; and *Matter of The New York and Pennsylvania Company, Incorporated*, 81 N. L. R. B. 1326.

<sup>9</sup> The Intervenor's motion will be granted, however, insofar as it applies to Case No. 32-RC-135, for reasons set forth in paragraph numbered 4.

unit combining the two units sought in the separate petitions.<sup>10</sup> The Employer and the Intervenor oppose any change in the present unit of all production and maintenance employees.

The Employer is engaged in the manufacture of alarm clocks and wrist and pocket watches at several plants. The instant proceeding concerns only the Employer's plant at Little Rock, Arkansas, at which approximately 409 employees are employed.

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The Employer's plant is composed of a single building. The toolroom, Department 2333, is located in a separate area enclosed on two sides by a wall and on the third side by an 8-foot wire fence. On the fourth side there is a series of columns, which are spaced sufficiently far apart to permit entrance into the toolroom. The entire personnel of the toolroom consists of three tool makers. They are under the supervision of an assistant foreman, who also supervises the maintenance department.<sup>11</sup>

The tool makers repair, build, and maintain the tools and dies used in the production departments. They are the only employees in the plant who perform these functions. While the majority of their work is done in the toolroom, they spend from 15 to 20 percent of their time repairing and adjusting tools and dies outside the toolroom. There is no interchange between the tool makers and other employees.

The Employer has no formal apprenticeship for tool makers, nor does it train its own tool makers. All tool makers are hired from the outside. Normally, to become a good tool maker requires a minimum of 4 years' experience. The tool makers receive the highest rate of pay of any of the Employer's non-supervisory employees. Moreover, the contracts between the Employer and the Intervenor, both past and present, provide for departmental seniority.

In view of the foregoing, we are persuaded that the tool makers comprise an identifiable, homogeneous group with interests separate from those of other plant employees. They possess the skills traditional to their craft. Accordingly, we conclude that the tool makers may, if they so desire, constitute a separate unit, notwithstanding the history of collective bargaining on a plant-wide basis.<sup>12</sup> However, we will not make any final unit determination until we have first ascertained the desires of the employees involved.

<sup>10</sup> The unit descriptions are given herein as amended on motion of the Petitioner.

<sup>11</sup> This assistant foreman reports to a general foreman who is in charge of the toolroom, the maintenance department, and all parts fabrication departments.

<sup>12</sup> *Matter of Robertshaw-Fulton Controls Company (American Thermometer Company)*, 77 N. L. R. B. 316.

Approximately 3 months before the petition was filed, the toolroom contained classifications of employees other than tool makers, such as machinists, grinders, and die makers. However, the other classifications were laid off some time before the petition was filed.

The manager of the Employer's plant testified that he did not know, and could not possibly know, when any of these other classifications of employees would be called back to work, but stated that it was possible that if business picked up, other classifications might be added to the toolroom in the future. The Petitioner therefore desires the unit description to be broad enough to embrace other allied classifications of employees who might possibly be added to the toolroom in the future. The Intervenor, on the other hand, maintains that the unit description should be limited to the single classification—tool-makers—now employed in the toolroom. We agree. There appears to be no reasonable likelihood that other classifications of employees will be added to the toolroom in the near future. Furthermore, we are unable to ascertain from the present record what the future duties and skills of such employees might be. Accordingly, we shall refrain from making any decision as to the unit placement of such classifications at this time.<sup>13</sup>

We shall, accordingly, direct an election among all tool makers in the Employer's Little Rock, Arkansas, plant, excluding supervisors, as defined in the Act. If the employees in this voting group select the Petitioner as their bargaining representative, they shall be taken to have indicated their desire to be represented in a separate unit.

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The maintenance department, Department 2351, consists of one carpenter, one electrician, one fireman, and three porters. These employees perform only maintenance functions. The carpenter is located in the carpentry shop, and performs the usual duties of a maintenance carpenter. The electrician is engaged in electrical maintenance and works throughout the plant. While he may occasionally use the equipment in the carpentry shop, he keeps his hand tools and equipment in a small case in the assembling department. The fireman's post is in the boiler room. The porters have a small room where their equipment is kept, but they are assigned specifically to certain departments. Their function is to keep the plant clean and to take care of the rest rooms. At times, the carpenter and electrician assist each other in

<sup>13</sup> *Matter of Continental Can Company*, 76 N. L. R. B. 131. Our decision herein is without prejudice to the right of the Petitioner, or any other labor organization, to petition the Board in the future for the appropriate unit placement of other classifications of employees hired as toolroom personnel.

the performance of their work and the fireman likewise occasionally assists the electrician and the carpenter.

The maintenance department unit sought by the Petitioner is primarily a multi-craft unit, including unskilled employees. While we have permitted the formation of similar units in the absence of a prior collective bargaining history,<sup>14</sup> it has been our policy to refuse to establish such multi-craft units in the face of a substantial history of collective bargaining on a plant-wide basis.<sup>15</sup> Accordingly, we find that the unit sought by the Petitioner in case No. 32-RC-135 is inappropriate, and we shall dismiss the petition in that case.

### ORDER

IT IS HEREBY ORDERED that the petition in Case No. 32-RC-135, filed by International Association of Machinists, Lodge No. 325, be, and it hereby is, dismissed.

### DIRECTION OF ELECTION<sup>16</sup>

As part of the investigation to ascertain representatives for the purposes of collective bargaining with the Employer, an election by secret ballot shall be conducted as early as possible, but not later than 30 days from the date of this Direction, under the direction and supervision of the Regional Director for the Region in which this case was heard, and subject to Sections 203.61 and 203.62 of National Labor Relations Board Rules and Regulations, among the employees in the voting group described in paragraph numbered 4, above, who were employed during the pay-roll period immediately preceding the date of this Direction of Election, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, but excluding those employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, and also excluding employees on strike who are not entitled to reinstatement, to determine whether they desire to be represented, for purposes of collective bargaining, by International Association of Machinists, Lodge No. 325, or by Clock Workers Union No. 24011, A. F. L., or by neither.

<sup>14</sup> *Matter of Armstrong Cork Company*, 80 N. L. R. B. 1328.

<sup>15</sup> *Matter of George S. Mephum Corporation*, 78 N. L. R. B. 1081.

<sup>16</sup> Any participant in the election directed herein may, upon its prompt request to, and approval thereof by, the Regional Director, have its name removed from the ballot.