

of a maintenance electrician Class A. Although the maintenance electricians B are considered to be helpers to maintenance electricians A, there is no progression from B to A and the Employer hires less skilled employees for the B classification. There are 5 class A and 7 class B maintenance electricians. A regular part of the duties of this group consists of plating racks with a plastic, acid resisting, insulation coating. Three men are regularly assigned to these duties on the day shift and one man on the night shift. This work is performed by both A and B maintenance electricians.

In the American Potash² case the Board stated that craft severance will be granted only in those cases where the employees sought to be severed constitute a genuine craft group. We find that, of the employees sought by the Petitioner, only the maintenance electricians A spend the major portion of their time performing tasks requiring the exercise of craft skills and have the necessary experience to qualify as craftsmen under the criteria set forth in the American Potash case.³ Because the other employees sought by the Petitioner neither possess and exercise genuine craft skills nor are in the direct line of progression in the electrician's craft, and as the Petitioner has not indicated its willingness to represent a unit limited to the 5 maintenance electricians A, we find that the unit sought is inappropriate for severance purposes and shall therefore dismiss the petition.

[The Board dismissed the petition.]

Member Beeson took no part in the consideration of the above Decision and Order.

² American Potash & Chemical Corporation, 107 NLRB 1418.

³ 107 NLRB 1418, pp 7-8, 9-10.

MARIO MERCADO E HIJOS d/b/a CENTRAL RUFINA and UNION de TRABAJADORES de FACTORIA de la INDUSTRIA AQUICARERA, LOCAL 1805, ILA, Petitioner. Case No. 24-RC-606. April 20, 1954

DECISION AND DIRECTION OF ELECTIONS

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before George L. Weasler, 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.

3. The Employer and the Intervenor herein, Organization Obrera Insular (CGT-001), contend that their contract, whose anniversary date was December 31, 1953, was automatically renewed for 1954 in accordance with the provisions of its 90-day automatic renewal clause, and is a bar to this proceeding.

Since the amended petition in this case was filed on September 9, 1953, and served on the Employer on September 15, 1953, a number of days before the contract's automatic renewal date, we find that the filing of the petition was timely and that the contract between the Employer and the Intervenor does not bar this proceeding.¹

A 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.²

4. The Petitioner seeks to represent a unit of all production and maintenance employees, including all railroad and maintenance-of-ways employees and all warehouse stevedores; but excluding all other employees, executive, administrative, and professional employees, office clericals, timekeepers, guards, watchmen, and all supervisors as defined in the Act. Although the Employer and the Intervenor agree generally as to the appropriateness of the above unit, they argue that the warehouse stevedores should be excluded. The Intervenor seeks to represent the stevedores as a separate appropriate unit.

The record shows that the warehouse stevedores are employed, as needed, during that time of year when the Employer ships its produce. Most of their work is done in a building adjoining the plant factory during the "dead season" when the factory is not in operation. They work under separate immediate supervision and most of them are paid on a piece-rate basis, whereas the production and maintenance employees are paid on an hourly basis.

The record reveals that these warehouse stevedores historically have been represented for the purposes of collective bargaining as a separate appropriate unit. In the past they have been covered by separate collective-bargaining agreements, the most recent having expired in about June 1953, at the end of the 1953 shipping season. Since the expiration of that contract, the Petitioner has been discussing with the Employer new rates of pay for the stevedores for the coming 1954 shipping season.

The unit sought by the Petitioner, which includes the warehouse stevedores, is the customary unit and may be appropriate.

¹De Soto Creamery and Produce Co., 94 NLRB 1627.

²The Employer further moved to dismiss the petition on the ground that the Board was deprived of its jurisdiction in the case because no informal investigation was conducted by the Regional Director after the filing of the amended petition. We find no merit in this contention, and hereby deny the Employer's motion to dismiss.

On the other hand, since there has been a history of separate collective bargaining for the warehouse stevedores, a unit limited to such stevedores may also be appropriate. In accordance with the Board policy in cases of this type, we shall direct separate elections among the following groups of employees of the Employer:

(a) All production and maintenance employees employed by the Employer at its plants in Guayanilla, Puerto Rico, including all railroad and maintenance-of-ways employees, but excluding all other employees, warehouse stevedores, executive, administrative, and professional employees, office clericals, foremen, timekeepers, guards, watchmen, and all supervisors as defined in the Act.

(b) All warehouse stevedores employed by the Employer at its warehouses in Guayanilla, Puerto Rico, excluding all other employees, executive, administrative, and professional employees, office clericals, foremen, timekeepers, guards, watchmen, and all supervisors as defined in the Act.

If either the Petitioner or the Intervenor receives the majority of the votes in each of the above voting groups, the two voting groups together will constitute a single appropriate unit. If the majority in the two voting groups vote for different representatives, the employees in such voting groups will constitute separate appropriate units. The Regional Director conducting the elections shall issue to the parties certification of results of the election including certification of representatives if appropriate.

5. As the record shows that the work of the employees sought to be represented is seasonal in nature, we shall direct that the elections be held at or about the seasonal peaks on dates to be determined by the Regional Director among the employees in the above voting groups who are employed during the payroll periods immediately preceding the date of the issuance of the notices of election by the Regional Director.

[Text of Direction of Elections omitted from publication.]

Member Beeson took no part in the consideration of the above Decision and Direction of Elections.

MENDON COMPANY, R.B.M. DIVISION *and* UNITED STEELWORKERS OF AMERICA, CIO *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL, Petitioners. Cases Nos. 9-RC-2046 and 9-RC-2047. May 3, 1954

ORDER AMENDING DECISION AND DIRECTION OF ELECTIONS

On April 20, 1954, the Board issued a Decision and Direction of Elections¹ in the above-entitled proceeding.

¹108 NLRB 310.