UNITED STATES TIME CORPORATION, Petitioner *and* LODGE NO. 1775, INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL. Case No. 32-RM-41. June 23, 1954

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 John E. Cienki, 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.[1]

3. 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.

4. The Employer seeks an election in a unit composed of all tool- and die-makers, machinists, carpenters, electricians, maintenance mechanics, and their helpers and apprentices employed at its plant in Little Rock, Arkansas. The Union and the Intervenors contend that such a unit is inappropriate because (1) it is multicraft; (2) it combines several units, each of which has been heretofore found by the Board to be a separate appropriate unit; and (3) maintenance mechanics are part of a unit covered by a contract which does not expire until December 4, 1954. If an election is directed, the Union and Intervenors urge that separate elections be directed only in the various units heretofore certified by the Board.

The record discloses the following with respect to bargaining at this plant:

On November 29, 1949, Lodge No. 325, IAM, was certified as bargaining representative for the Employer's tool- and die-makers.[2] On September 7, 1951, Lodge No. 1775, IAM, was certified as the bargaining representative of separate craft units of machinists, electricians, and carpenters.[3] On June 1, 1952, the Employer and Lodge No. 1775 negotiated a contract covering a single unit of tool- and die-makers, machinists, electricians, and carpenters. On July 7, 1952, after a consent

[1] Lodge No. 921, International Association of Machinists, Lodge No 325, International Association of Machinists, and the International Association of Machinists, hereinafter referred to collectively as the Intervenors, intervened at the hearing, without objection.

[2] United States Time Corporation, 86 NLRB 724. In this decision, which permitted the severance of tool- and die-makers, the Board refused to permit the severance of a multicraft maintenance unit in the face of a substantial history of collective bargaining on a plantwide basis.

[3] United States Time Corporation, 95 NLRB 941. In this decision, which permitted the severance of machinists, electricians, and carpenters, the Board denied craft severance elections to maintenance mechanics and tool inspectors.

election in Case No. 32-RC-446, the IAM (no local) was certified as the bargaining representative for all production employees and the maintenance mechanics involved herein. However, on August 22, 1952, Lodge No. 1775 and the Employer added to their contract an Appendix extending the provisions of their contract to maintenance mechanics, but stipulating that any wage benefits applicable to the production employees would accrue to these mechanics. At that time the Employer was in the process of negotiating with Lodge No. 921, IAM,[4] a contract covering the production employees, including porters, maids, truckdrivers, etc., but excluding employees covered by other Board certifications (tool- and die-makers, machinists, electricians, and carpenters). Agreement on the terms of this contract was reached on December 4, 1952. No mention was made of maintenance mechanics in this contract. The Employer's contract with Lodge No. 1775 having expired on June 1, 1953, negotiations for a new contract were terminated on September 11, 1953, when 43 employees in the classifications listed in the Employer's instant petition requested the Employer to discontinue bargaining with Lodge No. 1775. The Employer filed the instant petition on September 16, 1953. In the meantime, on September 1, 1953, after a strike at the plant, the Employer and Lodge No. 921 signed a strike settlement agreement, which provided for the extension of their contract to December 4, 1954.

The Union and Intervenors contend that maintenance mechanics are covered by the Employer's agreement with Lodge No. 921, and therefore, no election may be held with respect to them until this contract expires.[5] We find no merit in this contention. As already stated, Lodge No. 921's contract of December 4, 1952, as extended, does not specifically refer to maintenance mechanics either as included or excluded. However, as they were expressly included in Lodge No. 1775's contract of June 1, 1952, by the Appendix of August 22, 1952, we infer and find that the omission of the maintenance mechanics from the contract expiring on December 4, 1954, was intentional, reflecting the understanding of the parties that they were already covered by the June 1, 1952, contract. Accordingly, we find that the maintenance mechanics are not covered by the existing contract of Lodge No. 921, and that that contract is therefore no bar to the participation of the maintenance mechanics in any election that may be directed herein.

The Union and Intervenors further contend that the unit in which an election is requested by the Employer is inappropriate because it is multicraft. However, insofar as appears from the record, such unit comprises all the maintenance employees of the Employer. The Board has been reluctant

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[4] This Lodge was presumably authorized by IAM to exercise as to the production employees IAM's rights under the certification in Case No. 32-RC-446.

[5] As indicated above, the Employer's contract with Lodge No. 1775 expired on June 1, 1953, and is not urged as a bar to this proceeding.

to sever such a maintenance group from an existing production and maintenance unit, where to do so would disrupt stable collective-bargaining relations on a broader basis.[6] Where, however, there is no controlling collective-bargaining history on a broader basis, the Board has found that the maintenance employees, as a multicraft group, possessing separate interests from those of production employees, constitute a separate appropriate unit.[7] In view of the absence of any recent bargaining history on a broader basis, we conclude that the earlier plantwide bargaining history does not preclude the finding that a unit limited to the Employer's maintenance employees is appropriate for bargaining purposes.[8]

The Union and the Intervenors contend, finally, that the unit is inappropriate because it combines several units, each of which has been found by the Board to be a separate appropriate unit. As already stated, since June 1, 1952, the Employer and the Union have bargained on the basis of a combined multicraft unit of tool- and die-makers, machinists, electricians, and carpenters. On August 22, 1952, maintenance mechanics were added to this bargaining unit. In view of this bargaining history, we find that the separate craft units have been merged into a single, multicraft maintenance unit,[9] and that such a unit is now appropriate for purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

Accordingly, we will direct an election in the following unit:

All maintenance employees at the Employer's Little Rock, Arkansas, plant, including tool- and die-makers, machinists, carpenters, electricians, maintenance mechanics, and their helpers and apprentices, but excluding all other employees, professional, confidential and office clerical employees, guards and supervisors.

[Text of Direction of Election omitted from publication.]

Member Rodgers took no part in the consideration of the above Decision and Direction of Election.

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[6] Crossett Paper Mills, Division of Crossett Lumber Company, 98 NLRB 542.

[7] Animal Trap Company of America, 107 NLRB No. 58; Aluminum Foils, Inc., 94 NLRB 806; Goodyear Engineering Corporation, 100 NLRB 971; Armstrong Cork Company, 80 NLRB 1328.

[8] National Carbon Company, 107 NLRB 1486.

[9] Cf. The Firestone Tire & Rubber Company, 103 NLRB 1749; Los Angeles Paper Box & Board Mills, Inc., 101 NLRB 1026; Bigelow-Sanford Carpet Company, Inc., 100 NLRB 1021; Basalt Rock Company, Inc., 96 NLRB 1058. Member Murdock notes that the Board in this case, by according proper weight to the history of collective bargaining and directing an election in the consolidated unit, has adopted the dissenting position in Bausch and Lomb Optical Company, 107 NLRB 263, a decertification proceeding strikingly similar in facts to facts to this case.