ognized by all parties when they stipulated at the hearing that the strike of the Typographical Union was:

> [O]ver the jurisdictional language and not a strike over work being done, one employee to another. In other word, this is a strike caused by inability to negotiate jurisdiction contract language . . . .

The Board has repeatedly held that Sections 8(b)(4)(D) and 10(k) were intended to deal with disputes involving competing claims for specific work and not to settle collective-bargaining disputes between a union and an employer.[3] As no such dispute is involved in the instant case, we find, on the entire record, that the facts herein do not present a jurisdictional dispute within the purview of Sections 8(b)(4)(D) and 10(k) of the Act. We shall therefore quash the notice of hearing.

[The Board quashed the notice of hearing.]

[3] *Wood, Wire & Metal Lathers International Union, Local No 328, AFL–CIO (Acoustics & Specialties, Inc.)*, 139 NLRB 598; *Sheet Metal Workers International Association, Local Union No. 272; et al. (Valley Sheet Metal Company)*, 136 NLRB 1402; *Brotherhood of Teamsters and Auto Truck Drivers, Local 70, etc. (Hills Transportation Co.)*, 136 NLRB 1086; *Highway Truckdrivers & Helpers, Local 107, etc. (Safeway Stores, Incorporated)*, 134 NLRB 1320. Although Member Leedom dissented in *Safeway* and *Valley Sheet Metal*, he believes that the instant case is distinguishable. In those cases, it was conceded that there was a dispute between the respondent union and the employer *over specific work*, the only issue was whether the union which had been assigned the work was making a competing claim. Under those circumstances, Member Leedom was of the view that there was a jurisdictional dispute within the meaning of Sections 8(b)(4)(D) and 10(k) regardless of whether the union to which the work was assigned had actively asserted a right to such work. Here, however, as noted, the dispute between the Respondent Typographical Union and the Employer was solely over a contract clause and not over any specific work in the transfer room.

Recipe Foods, Inc. ***and*** **District 50, United Mine Workers of America, Petitioner.** *Case No. 25–RC–1940. January 10, 1964*

ORDER CLARIFYING CERTIFICATION OF REPRESENTATIVES

After an election conducted pursuant to a stipulation for certification upon consent election, the Regional Director for the Twenty-fifth Region issued a certification of representatives in the above-entitled proceeding on February 6, 1961, certifying District 50, United Mine Workers of America, as the collective-bargaining representative for a production and maintenance unit at the Employer's Terre Haute, Indiana, plant, excluding "the temporary employee," *inter alia.* Thereafter, in April 1961, and again in January 1963, the Employer

and the certified Union entered into collective-bargaining agreements in which the unit is described in the exact terms of the certification except that the phrase "temporary employees" is used instead of the phrase "the temporary employee."

On October 1, 1963, the Employer filed a motion to clarify certification, in which it requested the Board to find that employees hired during the spring and summer months for temporary employment are excluded from the coverage of the certified bargaining unit. The Union thereafter filed a statement in opposition, contending, *inter alia*, that additional employees hired for so-called temporary employment are covered by the contract under a section thereof providing that a new employee who has satisfactorily completed a 45-day probationary period shall have his seniority commence from his date of hire.

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 McCulloch and Members Leedom and Jenkins].

The Employer, in support of its motion, states, and the Union does not refute, that the Employer hires no more than five employees in May or June of each year as a supplement to its regular force of about 60 employees; that these few employees are retained only through August or September; that they are informed of the probable duration of their employment and are not recalled in subsequent years; that their employment applications and timecards are marked "temporary"; and that their rates of pay, benefits, and other conditions of work are different from those of the regular employees.

Having duly considered the matter, the Board is of the opinion that it was within the contemplation of the parties in their stipulation for certification upon consent election that *all* temporarily employed employees were to be excluded from the coverage of the unit. The Board is also of the opinion that the summer employees who are hired for a definite limited period and do not have indefinite tenure are temporary employees properly excluded under the certification.[1] The Board does not believe that the contract clause, on which the Union relies, can be regarded as broadening the certified unit so as to bring within its coverage any employee whose employment is in fact of a temporary nature, even though his employment may exceed 45 days.

[The Board clarified the aforesaid certification of representatives by excluding as temporary employees all extra employees who are hired during the spring and summer of the year without expectation of indefinite retention or later recall.]

[1] *E. F. Drew & Co., Inc.*, 133 NLRB 155.