16. CRAFT AND TRADITIONAL DEPARTMENTAL UNITS

401-2525

440-1760-9101

Section 9(b) of the Act confers on the Board the discretion to establish the unit appropriate for collective bargaining and to decide whether such unit shall be the employer unit, craft unit, plant unit, or subdivision thereof. A craft unit is defined as:

> . . . one consisting of a distinct and homogeneous group of skilled journeymen craftsmen, who, together with helpers or apprentices, are primarily engaged in the performance of tasks which are not performed by other employees and which require the use of substantial craft skills and specialized tools and equipment. [*Burns & Roe Services Corp*., 313 NLRB 1307, 1308 (1994).]

With respect to craft units, Section 9(b)(2) of the Act prohibits the Board from deciding "that any craft unit is inappropriate for [collective-bargaining] purposes on the ground that a different unit has been established by a prior Board determination, unless a majority of the employees in the proposed craft unit votes against separate representation." The procedures for such an election are at Sec. 11091.3 of the Casehandling Manual.

Generally, employees constituting a functionally distinct departmental grouping with a tradition of separate representation have been treated in a manner similar to craft groups, and the Board has applied craft severance principles to them as well.

While special attention is given in this chapter to craft and departmental severance, particularly in the context of Section 9(b)(2) of the Act, we are also concerned with the *initial* establishment of craft and departmental units, i.e., where there has been no previous history of collective bargaining on a more comprehensive basis. Our discussion will proceed in that order.

16-100 Severance

440-8325-7591 et seq.

The interpretation of Section 9(b) of the Act has been reflected in the Board's decisional policy, and changes in interpretation have resulted in policy changes.

A policy change in this respect manifested itself in *Mallinckrodt Chemical Works*, 162 NLRB 387 (1967), the ostensible purpose being to free the Board "from the restrictive effect of rigid and inflexible rules" in determining bargaining units. Attention was called to the need in severance cases of balancing the interest of the employer and the total employee complement in maintaining industrial stability and the resulting benefits of an historical plantwide bargaining unit as against the interest of a portion of such complement having an opportunity to break away from the historical unit by a vote for separate representation. As a result, instead of being limited by the former tests (as set out in *American Potash Corp*., 107 NLRB 1418 (1954), the Board in *Mallinckrodt* broadened its judgmental scope "to permit evaluation of all considerations relevant to an informed decision in this area."

A number of factors were spelled out in *Mallinckrodt* to be considered in deciding craft issues. A more recent Board decision discussed a number of these criteria in the context of a skilled maintenance unit in a health care institution. *Kaiser Foundation Hospitals*, 312 NLRB 933 (1993).

Historical Note: Under *American Potash Corp*., supra, severance had been granted when the employees sought constituted a true craft or traditional departmental group and the union which sought to represent them was their "traditional" representative. The only exceptions made were in four industries (basic steel, basic aluminum, lumber, and wet milling). These exceptions were designed to preserve firmly established bargaining patterns created by the degree of integration in the production process.

16-110 The Mallinckrodt Criteria

16-111 True Craft or Functionally Distinct Department

440-1760-9133-0500

The first questions to be decided are: Does the proposed unit consist of a distinct and homogeneous group of skilled journeymen craftsmen performing the functions of their craft on a nonrepetitive basis? See *Firestone Tire Co*., 223 NLRB 904 (1976). Does it consist of employees constituting a functionally distinct department employed in trades or occupations for which a tradition of separate representation exists? These requirements have always been in effect. The emphasis in *Mallinckrodt* was on avoiding the use of a "loose definition" of what constitutes a true craft or a traditional department. Craft units include apprentices and helpers. *American Potash Corp.*, supra at 1423, *Fletcher Jones Chevrolet*, 300 NLRB 875 (1990).

In *Metropolitan Opera Assn*., 327 NLRB 740 (1999), a Board majority found that a group of choristers were not a distinct and homogenous group.

See definition of craft in introduction to this chapter and set out in *Burns & Roe*, supra. See also *Schaus Roofing*, 323 NLRB 781 (1997).

16-112 History of Collective Bargaining of Employees Sought to be Represented

440-1760-9133-2100

This criterion entails an evaluation of the history of collective bargaining of the employees sought to be represented at the plant involved, and at other plants of the employer. Special consideration is required in deciding whether the existing patterns of bargaining are productive of stability in labor relations, and whether such stability will be unduly disrupted by the destruction of the existing patterns of representation. Inquiry is also made into the history and pattern of collective bargaining in the industry involved. See, e.g., *Firestone Tire Co*., supra. See also *Kaiser Foundation Hospitals*, supra and *Metropolitan Opera*, supra.

16-113 Separate Identity

440-1760-9133-7800

To what extent have the employees in the proposed unit established and maintained their separate identity during the period of inclusion in the broader unit? Also relevant is the nature of their participation, or lack of it, in the establishment and maintenance of the existing pattern of representation, and the prior opportunities, if any, afforded them to obtain separate representation. See, e.g., *Beaunit Corp*., 224 NLRB 1502 (1976).

16-114 Degree of Integration of the Employer's Production Processes

440-1760-9133-8300

The degree of integration of the employer's processes is evaluated, including the extent to which the continued normal operation of the production processes is dependent on the performance of the assigned functions of the employees in the proposed unit. Integration of operations requiring some crossover between craft and noncraft employees, or between employees of different crafts, is permissible in a craft situation. See *E. I. Du Pont & Co*., 162 NLRB 413 (1966). See also *Burns & Roe*, supra.

16-115 Qualifications of the Union Seeking Severance

440-1760-9133-1200

A subject of inquiry relates to the qualifications of the union seeking to "carve out" a separate unit in the face of a broader bargaining history. These, in turn, depend on its experience in representing employees such as those involved in the severance proceeding; while no longer a sine qua non, the fact that it may or may not have devoted itself to representing the special

interests of a particular craft or traditional departmental group of employees nonetheless bears consideration. See *Beaunit Corp*., supra at 1505. See also *Kaiser Foundation Hospitals*, supra.

The former requirement that craft severance petitions be filed by traditional representatives of the employees was noted by the Board in an early case declining to permit craft severance in a decertification case. *Campbell Soup Co*., 111 NLRB 234 (1955).

The above factors, as already indicated, should not be regarded as an inclusive or exclusive listing of all the criteria involved in making unit determinations in severance cases. As the Board pointed out in *Mallinckrodt* these are examples of the pertinent areas of inquiry and are intended to illustrate the fact that "determinations will be made on a case-by-case basis," and only after weighing all relevant factors. "In severance cases such as this we do not apply automatic rules but rather evaluate all relevant considerations." *Kimberly-Clark Corp*., 197 NLRB 1172 (1972).

16-120 Application of Severance Principles

440-8325-7591

440-8325-7596

440-8325-7562

A petitioning union and an intervenor sought a unit of tool-and-die makers, allied toolroom craftsmen, and their apprentices. The Board found that the employees sought to be severed shared a substantial community of interest with other employees in the existing plantwide unit; although they possessed special skills, their work was not confined to tasks requiring the exercise of such skills; there was an overlap in actual work assignments between employees within and outside the proposed unit; and the toolroom employees, even when engaged in their specialized tasks, performed work that was an integral part of the production process. On this basis, including a long bargaining history, severance was denied. *Holmberg, Inc*., 162 NLRB 407 (1967).

Where, among other things, the functional coherence and community of interest of toolroom and production employees had long been recognized, as reflected in part by existing job posting and seniority practices and in a 20-year bargaining history, and no attempt had been made for separate representation or recognition, severance was denied. *Universal Form Clamp Co*., 163 NLRB 184 (1967).

In another toolroom severance case, the petition for the requested unit was denied on the basis of the functional interrelationship of toolroom employees with other phases of the employer's production operation; frequent contact and common interest with production employees and with other skilled employees; a 12-year bargaining history; and "the questionable qualifications of the Petitioner as a specialist in craft representation." *American Bosch Arma Corp.*, 163 NLRB 650 (1967). A machinist group was not entitled to severance where, in the face of a long bargaining history, it was found that the employees in the group were primarily engaged in production work under the same supervision as the production employees, and there was no showing that "any of their alleged special interests have been prejudiced by their inclusion in the existing unit." *Paris Mfg. Co*., 163 NLRB 964 (1967).

The factor of integrated production processes was significant in the denial of severance to proposed separate units of electricians and instrumentmen. Thus, the finding that the necessity for continuity in the production processes and the high degree to which these employees were integrated with these processes militated heavily against severance from an established plantwide unit. *Alton Box Board Co*., 164 NLRB 919 (1967).

Although in a decision prior to *Mallinckrodt* a severance election had been directed, the contention that this decision constituted binding precedent was rejected on the ground that the policy which existed at that time no longer prevailed and that *all* relevant factors must now be considered. *Allied Chemical Corp*., 165 NLRB 235 (1967).

Elections in separate units of maintenance mechanics, auto mechanics, and instrumentmen, as well as in a unit of production and maintenance employees, were sought in a case where the

employees in the first three units had been continuously represented as part of the production and maintenance unit. One of the reasons, among others, for denying severance elections was the fact that, under the bargaining contracts covering the plantwide unit, all personnel enjoy common seniority rights, allowing auto mechanics, for example, to "bump" into production jobs in the event of layoff. *Bunker Hill Co.*, 165 NLRB 730 (1967).

Craft status, the petitioner's qualifications as representative, coordination in the production process, bargaining history, and industry and area bargaining—all these factors *seriatim*—were considered in a case involving severance requests for units of maintenance electricians and instrument maintenance employees. Both groups were found to consist of craftsmen and the petitioning union qualified as the traditional representative. However, coordination of the requested employees in the production processes was found to exist, and the bargaining history at the plant and in the industry and area favored the plantwide unit. A contention by the petitioner that the incumbent union had not "provided adequate representation for the special interests of the craftsmen" was rejected on the basis of the evidence. *Allen-Bradley Co.*, 168 NLRB 15 (1968).

Adequacy of representation was treated as a factor in cases involving toolroom employees in which severance was denied. *Trico Products Corp.*, 169 NLRB 287 (1968). See also *Square D Co.*, 169 NLRB 1040 (1968). In another case where adequacy of representation was an issue, viz., the question revolving around grievance handling, it was concluded that the grievances were relatively minor compared to the total picture of representation and that the employees sought to be severed had not maintained a separate identity for bargaining purposes, "but over the years have acquiesced in the established bargaining pattern, have participated therein, and have received the benefits of that participation." *Radio Corp. of America*, 173 NLRB 440 (1969). See *Beaunit Corp.*, supra, petitioning union was newly formed and the Board considered that as one factor in rejecting severance.

Mailing room employees were found not to possess the essential attributes of craftsmen and therefore did not meet the tests for severance from an established bargaining unit. *Republican Co.*, 169 NLRB 1146 (1968). Composing room employees who possessed some skills, but such skills were not equal to those in the commercial printing industry generally, were for this reason, among others, denied severance. *International Tag & Business Forms Co.*, 170 NLRB 35 (1968).

Powerhouse employees were denied severance under the *Mallinckrodt* policy on the basis, inter alia, of a long and stable bargaining history at the terminal in question and the similar bargaining practice at like terminals of the employer involved and other major oil companies, and the high degree of integration existing between the powerhouse function and the storage and distribution operations of the terminal. It was pointed out, however, that this did not imply that units of powerhouse employees were inherently or presumptively inappropriate and could never be severed; the circumstances in each case would be examined. *Mobil Oil Corp.*, 169 NLRB 259 (1968).

In *Firestone Tire Co.*, supra, the Board affirmed the dismissal of a petition seeking to sever a group of "skilled tradesmen" from an overall production and maintenance unit. The Regional Director denied severance based on the heterogeneous nature of the unit sought, the absence of bargaining history, and the high degree of integration of operation.

On the other hand, in a case involving toolroom employees, where such employees were found to constitute an identifiable departmental group engaged in the tool-and-die making craft, who had retained their separate identity, the Board noting that contract negotiations had resulted in a 9-cent-per-hour increase for all production and maintenance employees but the contract was "conspicuous by the absence of any reference to toolmakers as within the contract coverage," severance was granted. *Buddy L. Corp.*, 167 NLRB 808, 809–810 (1967). The Board stated:

> . . . to deny separate representation where to do so advances the cause of stability little, if at all, might also carry the seeds of instability. We think that it might do so in the present situation, and, we also think that to deny separate representation in the present case would be

> contrary to the policies of the Act as it would deny employees the freedom of choice Congress considered as equally essential; in proper circumstances, to achieve the peace and stability necessary if our commerce is to flow without interruption.

In like vein, the Board granted a craft severance election to a group of toolroom employees, holding that they constituted an identifiable group of highly skilled employees who, notwithstanding their inclusion for 13 years in the production and maintenance unit, had maintained their separate identity and had not participated actively in the affairs of the intervenor or utilized the contractual grievance procedure. "On this record," said the Board, "we cannot conclude that the separate community of interests which the toolroom employees enjoy by reason of their skills and training has been irrevocably submerged in the broader community of interest which they share with other employees." *Eaton Yale & Towne, Inc*., 191 NLRB 217, 218 (1971). See also *Jay Kay Metal Specialties Corp*., 163 NLRB 719 (1967),

A severance election was granted to a group of tool-and-die makers and machinists. Among the reasons given for granting them a self-determination election, in addition to noting that they constituted "a homogeneous, identifiable, traditional, departmental group with a nucleus of craft tool and die makers and machinists who are engaged in the skills of their trade," was the fact that they had retained their identity as a distinct group during their inclusion in the broader unit. *Mason & Hanger-Silas Mason Co*., 180 NLRB 467 (1970). Compare *Union Carbide Corp*., 205 NLRB 794 (1973).

In *La-Z-Boy Chair Co*., 235 NLRB 77, 78 fn. 5 (1978), the Board distinguished its no severance decision there from its holding in *Buddy L* and *Eaton Yale & Towne*, supra, stating "the lack of showing here that the Employer contracts out any diemaking or repair work clearly distinguished this case from *Eaton Yale* and *Buddy L*."

A group of powerhouse employees was granted severance from a production and maintenance unit on the basis of special circumstances, including a relatively short bargaining history on a comprehensive basis and the fact that separate representation of employees only recently added to the existing unit could not prove unduly disruptive. *Towmotor Corp*., 187 NLRB 1027 (1971).

Truckdrivers were accorded a self-determination election as a "homogeneous, functionally distinct group such as the Board has traditionally accorded the right of self-determination, notwithstanding a history of bargaining on a broader basis." The fact that the petitioning union had historically represented truckdrivers was also taken into consideration. *Wright City Display Mfg. Co*., 183 NLRB 881 (1970). See also *Downingtown Paper Co*., 192 NLRB 310 (1971), but compare *Olinkraft, Inc*., 179 NLRB 414 (1969), and *Dura-Containers*, 164 NLRB 293 (1967).

Bakers were accorded a severance election. The Board based its decision on the fact that they were "an identifiable group unit of craft bakers who are engaged in the skills of their trade and who perform functions that are different from and not integrated with those of other in-store employees." It added that the bargaining history of their inclusion in the broader unit did not militate against their severance, "particularly in view of the recent changes in the Employer's method of baking and the changed job requirements." Also bearing on this determination was the inconclusive history and pattern of bargaining in the industry. *Safeway Stores*, 178 NLRB 412 (1969). Compare *Jordan Marsh Co*., 174 NLRB 1265 (1969).

For other cases involving the craft severance issue, see *Walker Boat Yard*, 273 NLRB 309 (1984) (no severance of diesel repair shop in boatyard unit); *Supermercados Pueblo*, 203 NLRB 629 (1973) (meat department and delicatessen); *Animated Film Producers Assn*., 200 NLRB 473 (1973) (animated "Storymen"); *Kimberly-Clark Corp.*, supra (tradesmen and warehousers); *Cameron Iron Works*, 195 NLRB 797 (1972) (die sinkers); *Lone Star Industries*, 193 NLRB 80 (1971) (marine department employees); *ASG Industries*, 190 NLRB 557 (1971) (electricians and powerhouse employees); *Dixie-Portland Flour Mills*, 186 NLRB 681 (1970) (drivers); *Goodyear*

Tire Co., 165 NLRB 188 (1967) (electricians); *Aerojet-General Corp*., 163 NLRB 890 (1967) (tool-and-die makers); *North American Aviation*, 162 NLRB 1267 (1967) (welders).

See *Burns & Roe Services Corp.*, 313 NLRB 1307 (1994), a craft issue case containing an excellent discussion of other electrician cases.

16-130 Severance of Maintenance Departments

440-8325-7510

Employees comprising a maintenance department do not constitute a homogeneous group of skilled craftsmen to whom craft severance is customarily granted. Although the Board had in the past permitted separate representation of maintenance employees in the absence of a prior collective-bargaining history, it has been the Board's established policy, before *Mallinckrodt* as well as after, to decline to sever a group of maintenance employees from an existing production and maintenance unit in the face of a substantial collective-bargaining history on a plantwide basis. *Armstrong Cork Co*., 80 NLRB 1328, 1329 (1949). *Union Steam Pump Co*., 118 NLRB 689, 693 (1957); *Seville-Sea Isle Hotel Corp*., 125 NLRB 299, 300 (1960).

Thus, a petition seeking to sever a unit of all maintenance employees from an historic production and maintenance unit was denied. *General Foods Corp*., 166 NLRB 1032 (1967). The Board in dismissing a petition for severance of a unit of maintenance employees characterized the proposed unit as a heterogeneous group of diversified workers who perform routine maintenance functions at locations all over the plant. *Moloney Electric Co*., 169 NLRB 464 (1968). Similarly, maintenance employees were not severed from an overall production and maintenance unit. *Wah Chang Albany Corp*., 171 NLRB 385 (1968).

In these cases, the Board, despite the policy which was in existence before *Mallinckrodt*, referred to the factors described in that decision. There was no indication, however, that a different result would have been reached in the absence of these factors.

16-140 Construction Industry

For a discussion of craft units in construction, see chapter 15.

16-200 Initial Establishment of Craft or Departmental Unit

355-2200

420-1200

440-1760-1000

440-1760-9133 et seq.

Up to this point, we described the application of Board law to petitions seeking severance from more comprehensive units of craft or departmental groups, including maintenance departments. We turn now to the initial establishment of craft or departmental groups.

An obvious distinction exists between the two situations, and the cases clearly point up the dichotomy between the two.

With respect to craft or departmental units, the general rule is: Where no bargaining history on a more comprehensive basis exists, a craft or traditional departmental group having a separate identity of functions, skills, and supervision, exercising craft skills or having a craft nucleus, is generally appropriate. See, for example, *E. I. Du Pont & Co*., 162 NLRB 413 (1966). See also *Mirage Casino-Hotel*, 338 NLRB 529 (2002); *E. I. Du Pont & Co*., 192 NLRB 1019 (1971).

In *Burns & Roe*, supra at 1308, the Board described the test:

> In determining whether a petitioned-for group of employees constitutes a separate craft unit, the Board looks at whether the petitioned-for employees participate in a formal training or apprenticeship program; whether the work is functionally integrated with the work of the excluded employees; whether the duties of the petitoned-for employees overlap with the duties of the excluded employees; whether the employer assigns work according to need

> rather than on craft or jurisdictional lines; and whether the petitioned-for employees share common interests with other employees, including wages, benefits, and cross-training.

With respect to maintenance departments, the general rule is: Where no bargaining history on a broader basis exists, and the maintenance employees are readily identifiable as a group whose similarity of functions and skills create a community of interest such as would warrant separate representation, an election is directed in such unit. If a production and maintenance unit is also sought, a self-determination election is directed in voting groups of (a) maintenance employees and (b) production employees. *American Cyanamid Co*., 131 NLRB 909, 911–912 (1961).

In that case, the Board stated:

> The Board must hold fast to the objectives of the statute using an empirical approach to adjust its decisions to the evolving realities of industrial progress and the reflection of that change in organizations of employees. To be effective for that purpose, each unit determination must have a direct relevancy to the circumstances within which collective bargaining is to take place. While many factors may be common to most situations, in an evolving industrial complex the effect of any one factor, and therefore the weight to be given it in making the unit determination, will vary from industry to industry and from plant to plant. We are therefore convinced that collective-bargaining units must be based upon all the relevant evidence in each individual case. Thus we shall continue to examine on a case-by-case basis the appropriateness of separate maintenance department units, fully cognizant that homogeneity, cohesiveness, and other factors of separate identity are being affected by automation and technological changes and other forms of industrial advancement.

In *Ore-Ida Foods*, 313 NLRB 1016 (1994), the Board summarized the cases involving initial establishment of maintenance units. See also *Macy's West, Inc.*, 327 NLRB 1222 (1999). The Board found a separate maintenance unit appropriate in the following cases: *Lawson Mardon, USA*, 332 NLRB 1282 (2000);; *Yuengling Brewery Co. of Tampa*, 333 NLRB 893 (2001); and *Capri Sun, Inc*., 330 NLRB 1124 (2000).

It should be noted that in *U.S. Plywood-Champion Papers*, 174 NLRB 292 (1969), the Board dismissed a petition for a separate departmental maintenance unit and directed an election in the overall production and maintenance unit. It noted that in *American Cyanamid* it "did *not* hold that every maintenance department unit must automatically be found to be an appropriate unit for collective bargaining purposes, but only that such unit may be appropriate where the record establishes that maintenance employees are a separately identifiable group performing similar functions which are separate from production and having a community of interest such as would warrant separate representation." Distinguishing *Crown Simpson Pulp Co*., 163 NLRB 796 (1967), the Board found on its evaluation of all relevant factors that the proposed maintenance department unit was not composed of a distinct and homogeneous group of employees with interests separate from those of other employees. It was therefore inappropriate as a bargaining unit. See also *F. & M. Schafer Brewing Co*., 198 NLRB 323 (1972); and *Franklin Mint Corp*., 254 NLRB 714 (1981).

Integration of operations and functions was posed as a factor in a case involving no prior bargaining history and considered together with all other relevant factors. Nonetheless, separate groups of craft employees were found entitled to self-determination elections. In arriving at this decision, the Board pointed out that this did not foreclose the possibility that, in other circumstances, the integration of operations and functions may be such as to warrant a finding that only an overall unit is appropriate. It added: "Nor do we express an opinion as to how we would rule in a case similar to this one, but where, however, there is a history of bargaining on a production and maintenance basis and severance of craft units is sought." *Union Carbide Corp*., 156 NLRB 634 fn. 7 (1966) .

In another case without a prior bargaining history, however, it was concluded that maintenance electricians were essentially no more than specialized workmen with limited skills

and training, adapted to the particular processes of the employer's operations, and therefore were not entitled to separate representation on a craft unit basis. *Timber Products Co*., 164 NLRB 1060 (1967). The Board there noted that the history of bargaining in the lumber industry has been "wall to wall units." The Board appears to have varied from this history. See *Willamette Industries v. NLRB*, 144 F.3d 877 (D.C. Cir. 1998), denying enforcement to Board certification. Similarly, even absent a bargaining history, a group of "setup and operator-setup employees" was held not to constitute a craft unit of printing pressmen because they were "not predominantly engaged in such function." *Kimball Systems*, 164 NLRB 290 (1967). See also *Monsanto Co.*, 172 NLRB 1461 (1968), and *Proctor & Gamble Paper Products Co*., 251 NLRB 492 (1980).

On the other hand, maintenance electricians were found to possess the traditional skills of their craft. The only factor weighing against the separate craft group unit was the highly integrated nature of the employer's production process. But since this did not obliterate the lines of separate craft identity, it was not, in itself, sufficient to preclude the formation of a separate craft unit. There was no prior bargaining history at the plant. *Anheuser-Busch, Inc*., 170 NLRB 46 (1968). Note: in this case the Board used the *Mallinckrodt* tests in its determinations, advising, however, that such were "not controlling" in a nonseverance case.

In *Buckhorn, Inc*., 343 NLRB No. 31 (2004), the Board rejected a petition for a separate maintenance unit at a plastic container manufacturer. In doing so, the Board relied on a high degree of functional integration at the plant, the absence of a skills disparity, evidence of permanent transfers between the maintenance and production employees, and the absence of common surpervision among the maintenance employees. Accord: *TDK Ferrites Corp.*, 342 NLRB No. 81 (2004).

The Board has held that automobile mechanics can constitute a group of craft employees and be represented in a unit separate and apart from other service department employees. *Dodge City of Wauwatosa*, 282 NLRB 459 (1986); *Fletcher Jones Chevrolet*, 300 NLRB 875 (1990). See also *Phoenician*, 308 NLRB 826 (1992), involving a group of golf course maintenance employees who were included in a unit with landscape employees using traditional community of interest criteria. In doing so, the Board found that neither of the groups had special skills.

In *Mirage Casino-Hotel*, 338 NLRB 529 (2002), a panel majority directed an election in a unit of carpenters and upholsterers at a gaming hotel/casino. In doing so, that Board noted that the carpenters performed craft work, and together with the upholsterers, were separately supervised, and had limited interchange with other engineering department employees. The Board included the upholsterers with the carpenters, noting such a unit was an area practice.

16-300 Skilled Maintenance-Health Care

Skilled maintenance units are one of the appropriate units under the Health Care Rules. See section 15-170. See *Jewish Hospital of St. Louis*, 305 NLRB 955 (1991).

In *University of Pittsburgh Medical Center*, 313 NLRB 1341 (1994), the Board found telecommunication specialists to be skilled maintenance employees. It also rejected a contention that a skilled maintenance unit should become part of a larger unit. The test in such a case is one of traditional community-of-interest and in this case the Board concluded that the unit maintained itself as a distinct entity notwithstanding mergers and consolidations.

In *Toledo Hospital*, 312 NLRB 652 (1993), the Board dealt with a number of classifications that are included in a skilled maintenance unit including biomedical technicians. See also *San Juan Medical Center*, 307 NLRB 117 (1992). In another case, the Board excluded groundskeepers from these units and decided a number of other skilled maintenance placement issues. *Ingalls Hospital*, 309 NLRB 393 (1992). See also *St. Luke's Health Care Assn*., 312 NLRB 139 (1993).

In *Hebrew Home & Hospital*, 311 NLRB 1400 (1993), the Board affirmed the decision of an Acting Regional Director approving a separate skilled maintenance unit at a nursing home.

In *Kaiser Foundation Hospitals*, 312 NLRB 933 (1993), the Board denied craft severance of a skilled maintenance unit by applying *Mallinckrodt* principles (see sec. 15–170, supra).