otherwise valid collective agreement" impaired the collective-bargaining process. By taking advantage of the old rule, claimants without representation strength were able to "play the role of dog-in-the-manger, and indefinitely to frustrate collective bargaining." To obviate these undesirable effects, the Board adopted what is now known as the *General Electric X-Ray* rule, namely, that "where a petition is filed more than 10 days after the assertion of a bare claim of representation, and no extenuating circumstances appear, an agreement, otherwise valid, which is executed in the interval should be held to constitute a bar." However, unless it is accompanied by the requisite showing of interest, or this showing is furnished within the limited time prescribed by the Board's Statements of Procedure,[4] the petition is nothing more than another "naked claim of representation." To give effect to such a petition merely because it was filed within 10 days of the first unsupported claim would defeat the salutary purpose of the *General Electric X-Ray* rule.

In the present case, the Petitioner did not furnish the requisite 30 percent showing-of-interest in the unit claimed to be appropriate until more than 10 days after the filing of the petition, and more than 20 days after it had made the claim of representation. We find that, in these circumstances, the petition filed on July 5 cannot operate so as to prevent the contracts of June 29 and June 30 from being bars. Accordingly, we shall dismiss the petition.

[The Board dismissed the petition.]

[4] Section 101.16, *supra*.

Pan American World Airways, Inc. Guided Missiles Range Division *and* International Association of Machinists, AFL-CIO, Petitioner

Pan American World Airways, Inc. Guided Missiles Range Division *and* International Union, United Plant Guard Workers of America, Petitioner. *Cases Nos. 10-RC-3208 and 10-RC-3275. February 17, 1956*

DECISION AND ORDER

Upon petitions duly filed under Section 9 (c) of the National Labor Relations Act, hearings were held before John C. Carey, hearing officer. The hearing officer's rulings made at the hearings are free from prejudicial error and are hereby affirmed.

Upon the entire record in these cases, consolidated for purposes of decision, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organizations [1] involved claim to represent certain employees of the Employer.

3. No 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, for the following reasons:

The Employer is engaged in the operation of an airline as a common carrier. The units requested herein are limited to employees employed only at the Employer's Guided Missiles Range Division located at Cape Canaveral (Patrick Air Force Base), Florida. The Missiles Division was established pursuant to a contract with the United States Air Force for the sole purpose of operating and maintaining a launching point and test range for guided missiles. The facilities, which are furnished by the United States Air Force and maintained by the Employer, include carpenter, vehicle, and metal works shops, hangars, roads, drainage and ditching operations, water, sewage and air-conditioning, fire, safety, and security. The Employer is also responsible for warning and safety provisions for the range area, including territory outside continental United States. Though no commercial airplanes are flown at the base, the job classifications are, in the main, similar to those in the airline division of the Employer. There is little interchange of employees. The Missiles Division is a separate administrative unit as is required by the Air Force, and has its own auditing, budget, and industrial relations departments. However, all departments are subject to top policy control of the Employer. The task of gathering the technical data for the missiles operations and for the recovery of missiles is subcontracted to the Radio Corporation of America and others.

The Machinists seeks a unit of all employees of the Employer located at the base, with the usual exclusions, while the Guard Workers seeks a unit of the guards employed there. At the hearing, the Transport Workers contended that this Board has no jurisdiction on the ground that the employees sought herein are covered by its existing contract with the Employer embracing similar classifications in the airline operation,[2] and that the missiles operation was clearly subject to the Railway Labor Act and the National Mediation Board. The Petitioners contended that this Board has jurisdiction for the reason that the missiles operation is not an airline function and is entirely separate and distinct from the airline operations. The Employer would leave the matter to the Board.

[1] The Transport Workers Union of America, AFL–CIO, was permitted to intervene on the basis of its current contractual interest.

[2] The Transport Workers has represented the mechanics and ground service personnel of the Employer for a number of years pursuant to certifications of the National Mediation Board under the provisions of the Railway Labor Act. The last contract was in effect June 8, 1954, to September 1, 1955, with provisions for automatic renewal

In *Northwest Airlines, Inc.*,[3] we had before us the question whether a bomber modification project, conducted by the carrier employer, was so closely integrated with the employer's airline operations as to preclude us from taking jurisdiction of the employees on the bomber project. We held upon the facts in that case that the relation of the bomber project to the regular carrier activities was not so remote, tenuous, and negligible as to establish that the project is a separate and distinct enterprise and that the employer, as to that project, was an employer within the meaning of our Act. We also found in view of the provisions of Section 2 (2) of our Act, excluding any person from our jurisdiction who is subject to the Railway Labor Act, "it should be clear that the National Mediation Board, the agency primarily vested with jurisdiction by the terms of the Railway Labor Act, has declined to assume jurisdiction over the operations here involved." In the present case, we are administratively advised by the National Mediation Board, under date of January 30, 1956, that, after studying the record herein, that board is of the opinion that it has jurisdiction over the employees involved in this proceeding. We, therefore, affirm our opinion in *Northwest Airlines, Inc.*, that unless the National Mediation Board definitely declines to assume jurisdiction over such disputed airline employees, this Board will not assert jurisdiction. Accordingly, we shall dismiss the petitions.

[The Board dismissed the petitions.]

[3] 47 NLRB 498.

Belmont Smelting & Refining Works, Inc., Petitioner *and* Local 365, International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, AFL–CIO [1] *and* Edward Kramer. *Case No. 2–RM–716. February 17, 1956*

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 Meyer G. Reines, 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 the case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

2. Edward Kramer, an employee of the Employer, and the labor organizations involved claim to represent employees of the Employer.[2]

[1] The AFL and CIO having merged since the hearing in this case, we are amending the Unions' affiliation.

[2] The UAW and Kramer were named in the petition, filed herein on June 24, 1955, as "parties or organizations which have claimed recognition as representatives" or as