

**Electronic and Space Technicians Local 1553, AFL–CIO and Hughes Aircraft Company and International Brotherhood of Electrical Workers Local Union No. 2295, AFL–CIO.** Case 21–CD–606<sup>1</sup>

February 28, 1994

DECISION AND DETERMINATION OF  
DISPUTE

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND TRUESDALE

The charge in this Section 10(k) proceeding was filed on June 29, 1992, by the Employer, Hughes Aircraft Company, alleging that the Respondent, Electronic and Space Technicians Local 1553, AFL–CIO (EAST) violated Section 8(b)(4)(D) of the National Labor Relations Act by engaging in proscribed activity with an object of forcing the Employer to assign certain work to employees it represents rather than employees represented by International Brotherhood of Electrical Workers, Local Union No. 2295, AFL–CIO (IBEW). The hearing was held beginning October 6, 1992, and closing on April 21, 1993, before Hearing Officer Yvette H. Holiday-Curtis.

The National Labor Relations Board affirms the hearing officer's rulings, finding them free from prejudicial error. On the entire record, the Board makes the following findings.

I. JURISDICTION

Hughes Aircraft Company, a Delaware corporation, is engaged in the business of developing and manufacturing aerospace electronic equipment, at its Newport Beach, California facility, where it annually purchases and receives supplies worth in excess of \$50,000 directly from suppliers located outside the State of California. The parties stipulated, and we find, that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that EAST and the IBEW are labor organizations within the meaning of Section 2(5) of the Act.

II. THE DISPUTE

*A. Background and Facts in Dispute*

In 1959, the Employer opened its Newport Beach facility—1 of 10 now located at various places in southern California—to manufacture high tech semiconductors in the Metal Oxide Semiconductor (MOS) Laboratory (recently renamed the Semiconductor Product Center (SPC)). In the mid-1970s, the Employer began to manufacture Hybrids—groups of semiconductors, capacitors, and resistors that are wired and sealed together in a single package—in a Microelectrical Cir-

cuits Department (MCD or hybrid department) at this facility. The semiconductor laboratory and the hybrid departments are physically separated for administrative and managerial purposes. The Employer also maintains a facilities division (facilities) whose function is to provide electrical power and general maintenance for the physical facility.

Both EAST and IBEW secured bargaining rights with the Employer in the late 1940s, rights that were extended to facilities such as Newport Beach when they opened. Employees represented by EAST—classified as mechanics—historically performed all production work as well as mechanical maintenance and repairs of production equipment. Employees represented by the IBEW—classified as electrical maintenance journeymen—historically were responsible for providing the electrical power in the plant, and, where necessary, providing for the electrical maintenance and repairs to production equipment. The IBEW-represented employees were assigned to the Employer's facilities department and were summoned when necessary on a “squawk box” to do the necessary electrical repair work in the production departments.

In the early 1960s, the production equipment in the MOS department was electrical and mechanical in nature, rather than electronic. Because the repairs necessary to the production equipment were principally mechanical, the equipment was maintained and repaired almost exclusively by mechanics, an EAST-represented job classification. The electricians employed at the Newport Beach facility were assigned exclusively to the facilities division, and skilled in the traditional electrical maintenance and repairs needed on the production equipment.

In the mid-1960s, technological advancements created an evolution in the semiconductor industry, producing new production and processing equipment with more complex electrical and electronic components. The historical dividing line between mechanical (EAST) and electrical (IBEW) maintenance became obscured as the internal controls on the production equipment—including controls over the delivery of electrical power—became electronic. In 1965, the Employer created a new classification in the IBEW unit—the industrial electronics and electricians journeymen (IEEJ)—in which to place employees retrained or newly hired with the skills necessary for electronic repairs and maintenance. EAST-represented employees in the production department also performed some of the electronic tasks, and in the mid-1970s, the Employer created a new classification within the EAST unit: the electromechanical technician (EMT).

By the late 1970s and early 1980s, technology changed and the volume of electronic maintenance and repair work escalated. Beginning in 1978, because of the incumbent IEEJ's and EMT's skill deficiencies to

<sup>1</sup> Formerly Case 31–CD–341.

maintain and repair the new electronically enhanced equipment, the Employer sent its employees to vendor training school to learn how to perform repairs on specific pieces of production equipment. In addition, the Employer hired several employees classified as IEEJs and assigned them directly to the MOS and MCD departments. Also, in 1978, the personnel department issued instructions that "all electrical/electronic maintenance and repair of production equipment" should be performed by IEEJs covered by the IBEW collective-bargaining agreement (including repair of the auto-bonders). That instruction generated numerous grievances filed by both EAST and IBEW over the next several years.

In 1982, a new type of auto-bonder (a machine that automatically connects wires) was developed at the Newport Beach facility and not yet introduced to the production floor. EAST filed a grievance protesting the fact that nonbargaining unit employees were working on the new auto-bonder. The Employer settled this grievance by agreeing to assign the maintenance and repair work to the EMTs in the EAST unit when the new auto-bonders were released. As a result, the EMTs performed the electronic maintenance and repair work on the new auto-bonders, although the IEEJs continued to perform electronic maintenance and repair on all other auto-bonders.

In response to that agreement, which permitted EMTs to perform work previously performed by IEEJs, the IBEW filed numerous grievances. In 1984, confronted with more than 40 grievances alleging assignment of IBEW work to non-IBEW-represented bargaining unit employees, the Employer and the IBEW entered into a settlement agreement (the "Prescott Agreement"). Under the Prescott Agreement, the Employer agreed to assign the performance of all "electronic maintenance functions on production equipment" in both the MOS laboratory and MCD (including auto-bonders) to employees represented by the IBEW. EAST-represented employees would continue to perform the traditional maintenance function on test equipment located in any Newport facility department.

From 1984 until 1990, with minor exceptions, the Prescott Agreement established the parameters for maintenance work assignments on all production equipment—including the new MRP-II computer systems installed at the Newport facility in 1988. It is undisputed, however, that EAST-represented employees (EMTs) performed electronic repairs if no IEEJs were available.

EAST had not been a party to the Prescott Agreement. In May 1989, EAST filed a grievance regarding the maintenance and repair of the semiconductor processing equipment performed in the MOS department. In October 1990, Arbitrator Bickner ruled that the Employer had violated the provisions of the EAST collec-

tive-bargaining agreement that barred the use of non-EAST-represented personnel to perform work "regularly assigned" to EAST job classifications. Arbitrator Bickner noted that the disputed work was being performed by both EAST-represented EMTs and IBEW-represented IEEJs. Arbitrator Bickner noted further that until 1979, there were 14 or 15 EMTs assigned to the MOS department, but no IEEJs assigned there, and that the IEEJs were called in to perform "major electrical" or "high voltage" work. Arbitrator Bickner concluded that although, over the years, IEEJs performed some work that the EMTs were qualified to do, the evidence did not demonstrate that such a practice was "well-established, mutually recognized and accepted, and clearly delineated."

After the initial Bickner decision, negotiations between EAST and the Employer resulted in their ultimately agreeing to reclassify the IEEJs assigned to the MOS department as EMTs, and allowing the incumbent EMTs in the department to be upgraded to EMT senior with a corresponding pay raise. The parties were unable, however, to reach agreement on the Employer's backpay obligations to the original EAST/EMTs or damages to EAST for dues, or decide whether the journeymen would carry their accumulated seniority from their IBEW classification into the EAST unit.

These issues were submitted to Arbitrator Bickner who, following an evidentiary hearing on the matter, issued a remedial award on February 10, 1992. She denied backpay, but awarded EAST the dues it would have received had the disputed work been assigned to the EMTs rather than the IEEJs. Further, over EAST's objection, Arbitrator Bickner credited the IEEJs that were reclassified as EMTs with EAST unit seniority. Following a meeting among the Employer, the affected IEEJs, EMTs, and stewards from both Unions, all but one of the former IEEJs accepted the Employer's offer to be reclassified and reemployed as an EMT.

In the hybrids department, the following sequence of events occurred. EAST won three arbitration awards involving electronic maintenance work on specific production equipment located in that department:

1. In December 1990, Arbitrator Daugherty awarded the maintenance and repair of the auto-bonders to EAST-represented employees.

2. In May 1991, Arbitrator Bickner awarded the maintenance and repair of MRP-II computer terminals to EAST-represented employees.

3. In July 1991, Arbitrator Knowlton awarded the maintenance and repair of the electrostatic discharge boxes to EAST-represented employees.

(The amount of work affected by these three awards appeared to be small enough as not to materially affect the jobs of the incumbent IEEJs or EMTs.)

EAST's arbitration victories came to an end in October 1991, when Arbitrator Block rejected EAST's

June 1990 grievance claiming all electronic maintenance and repair work of hybrid production equipment. Arbitrator Block acknowledged that the record was not unequivocal, and that “it would be difficult to segregate the tasks performed by these two [EAST- and IBEW-represented] groups of employees.” However, he concluded that although some of the disputed work undoubtedly was performed by EAST-represented employees for several years after 1982–1983, there was no clear evidence that it was “regularly assigned” to EAST-represented employees prior to 1984, within the meaning of the EAST collective-bargaining agreement. Arbitrator Block found that the “stated policy and overwhelming practice” by the Employer was of assigning the disputed work to IBEW-represented employees dating back to 1983. Accordingly, he denied the EAST grievance.

In accordance with that award, the electrical and electronic maintenance and repair work on all production equipment in the hybrid department, except the auto-bonders, electrostatic discharge boxes, and the MPR-II computers, previously awarded to EAST, continued to be performed by IEEJs.

Thereafter, the IBEW began filing grievances under comparable language in the IBEW contract and received several favorable awards as follows:

1. In March 1992, Arbitrator Adler awarded the maintenance and repair of the semiconductor processing equipment to IBEW-represented employees. She found that the work had been assigned to both bargaining units over the years, with an expanding portion being assigned to IBEW-represented employees as the equipment became more electronically sophisticated. Arbitrator Adler expressed sympathy for the Employer’s predicament, but found no basis for relieving the Employer from its contractual obligations to the IBEW simply because the same work had been awarded to EAST under its collective-bargaining agreement.

2. In September 1992, Arbitrator Weiss awarded the maintenance and repair of the auto-bonders in the MCD department to IBEW-represented employees. He acknowledged the decisions by Arbitrators Daugherty and Bickner awarding the same work to EAST, but noted that Arbitrator Adler had subsequently held that the Employer’s compliance with the Bickner award of work to EAST would violate its collective-bargaining agreement with the IBEW. Arbitrator Weiss also pointed out that each of these arbitration cases was dependent exclusively on the terms of the collective-bargaining agreement of the Union involved, without regard to the terms of the other Union’s agreement with the Employer. In response to the Employer’s request to interplead EAST so as to avoid duplication of the Bickner/Adler arbitration award conflict, Arbitrator Weiss stated that he had no such authority and that he had to rely solely on the IBEW agreement. Arbitrator

Weiss concluded that the reassignment of the maintenance and repair of the auto-bonding equipment from IEEJs to non-IBEW-represented unit members would violate the IBEW’s collective-bargaining agreement. Directing the Employer to cease assigning the disputed work to EAST-represented employees, Arbitrator Weiss also ordered the Employer to make the IBEW-represented employees whole for any loss of pay as a result of the reassignment of work.

The Employer has not yet complied with that order, and the EAST-represented unit employees continue to perform the maintenance and repair work on the production equipment, including the auto-bonders, in the hybrid department.

The IBEW grievances regarding the MRP-II computer and electrostatic discharge boxes in the MCD department are still pending.

Arbitrator Adler, in her March 1992 ruling, also ordered the Company to pay the IBEW the IEEJ rate for every hour of electronic work performed by EAST unit members. Faced with this payment penalty, the Employer wrote to EAST on June 9, 1992, stating its intention to reassign the “electrical and electronic maintenance and repair work” in the MOS division to the IBEW-represented employees, and “transfer current EAST-represented employees to the IBEW work unit.”

EAST responded by letter on June 18, 1992, stating that it intended to use all possible means—“includ[ing] engaging in a work stoppage of your company”—to prevent the work reassignment from taking place. That threat prompted the Employer, on June 24, 1992, to file this 8(b)(4)(D) unfair labor practice charge against EAST. On July 24, 1992, the Board notified all affected parties, including the IBEW, that it would conduct a 10(k) hearing into the underlying jurisdictional dispute between the two Unions.

On November 23, 1992, the IBEW filed a charge under the AFL–CIO’s dispute procedure against EAST. On April 22, 1993, Impartial Umpire Weiler issued his decision in that proceeding.<sup>2</sup> Impartial Umpire Weiler determined that EAST violated article XX, section 3 of the AFL–CIO constitution by actively using economic pressures (via grievance arbitration and the threat of strike) to displace IBEW from its established work relationship regarding the electronic maintenance work performed in the MOS and MCD departments. He found that as of May 1989, when EAST filed its first MOS department grievance, the IBEW had established an exclusive relationship regarding the electronic maintenance work in both the MOS and MCD departments

<sup>2</sup> A copy of that award, issued after the close of the hearing in this proceeding, is attached to the posthearing brief filed by the IBEW. The Employer has filed a response to the IBEW brief noting that it had no involvement in the art. XX proceeding, that its interests were not represented in that proceeding, and that it has not been privy to the outcome of that proceeding. It did not question the authenticity of the copy of the award attached to the IBEW brief.

at the Employer's Newport Beach facility. Impartial Umpire Weiler placed one qualification on his decision with respect to his section 3 findings concerning the auto-bonders in the MCD department. There he found that EAST-represented employees had an established historical claim to that work prior to the "Prescott Agreement" of 1984, and that EAST's formal steps to try to retrieve the work for its employees was not a violation. The impartial umpire acknowledged that the criteria applied under article XX is very different from the criteria used by the Board in deciding a jurisdictional dispute case under Section 10(k) of the Act.

According to documents filed with the Board by the IBEW, on June 24, 1993, a subcommittee of the AFL-CIO executive counsel considered an appeal by the Carpenters of the article XX award and was denied. (EAST is affiliated with the United Brotherhood of Carpenters and Joiners of America.) On October 1, 1993, AFL-CIO President Lane Kirkland issued a letter ordering the Carpenters to comply with the impartial umpire's April 22, 1993 decision. President Kirkland informed EAST that compliance with that decision required it to "(a) disclaim the categories of electronic maintenance work performed in the MOS and MCD Departments of the Hughes Aircraft Newport Beach, California facility covered by the Umpire's decision; (b) inform Hughes of its disclaimer in writing with a copy to the National Labor Relations Board in connection with the pending 10(k) case concerning this work; and (c) void any and all agreements with Hughes providing that the work in question shall be done by Hughes employees represented by" EAST. On October 4, 1993, IBEW filed a motion requesting that the Board hold this case in abeyance until EAST forwarded its renunciation of the work in dispute. In a letter, also dated October 4, Hughes reiterated its strong opposition to the IBEW motion and urged the Board to render its decision as promptly as possible.

#### B. *Work in Dispute*

At the hearing, the parties stipulated that the work in dispute involves the maintenance and repair of semiconductor processing work, maintenance and repair to auto-bonders, maintenance and repair of MRP-II and personal computers, the maintenance and repair of electrostatic discharge boxes, and the maintenance and repair of hybrid production equipment in the Newport Beach, California facility.

#### C. *Contentions of the Parties*

The Employer contends that it is subject to multiple conflicting final and binding arbitration awards requiring it to assign the same work exclusively to members of both EAST and IBEW. The Employer asserts that it is subject to substantial monetary penalties if it reas-

signs the disputed work to EAST-represented employees, and EAST has expressly threatened to engage in a work stoppage if any of the disputed work is reassigned to IBEW-represented employees. The Employer seeks a final determination that one Union will have the responsibility for the disputed maintenance and repair work at its Newport Beach facility. At the hearing, the Employer announced that it prefers that the disputed work be awarded to employees represented by EAST based on company and industry practice, relative skills, and economy and efficiency of operations. The Employer further requests that the Board render an award broad enough to resolve this jurisdictional dispute and address any future work regarding all electrical/electronic maintenance and repair work on production equipment. Finally, the Employer requests that the Board address the seniority issue affecting the IEEJs, and preclude their losing the seniority that they acquired while holding their IBEW classification.

In its brief, EAST asserts that the work in dispute should be awarded to employees it represents on the basis of, inter alia, skills and work involved; certification by the Board; the collective-bargaining agreement; company and industry practice; the assignment by the Employer; and the efficient operation of the Employer's business.

In its brief, the IBEW first asserts that the Board should stay its decision pending EAST's disclaimer of interest in the disputed work. The IBEW asserts that the decision under the AFL-CIO's constitution, article XX, resolving the dispute in favor of the IBEW, is final and binding on EAST and requires that EAST renounce its claim to the work in dispute and that such a disclaimer by EAST will require dismissal of the case. Assuming arguendo that the traditional 10(k) Board principles apply, IBEW argues that the relevant factors of collective-bargaining agreements; Employer preference and past practice; employee skills; and area and industry practice all support an assignment of the work in dispute to its employee-members. Finally, the IBEW asserts that the EAST letter to the Employer threatening a work stoppage if the disputed work was reassigned to IBEW-represented employees is a sham. IBEW argues that the only reason EAST sent the letter to the Employer was to cause the Employer to file a charge so that 10(k) jurisdiction would be asserted by the Board. Therefore, IBEW submits that the threats by EAST to engage in a work stoppage would violate the no-strike provisions of its own contract with the Employer and under these circumstances, there is no reasonable cause to believe that Section 8(b)(4)(D) of the Act has been violated. Accordingly, the Board should not invoke its jurisdiction and should dismiss this matter.

#### D. *Applicability of the Statute*

Before the Board may proceed with a determination of dispute pursuant to Section 10(k) of the Act, it must be established that reasonable cause exists to believe that Section 8(b)(4)(D) has been violated. This requires a finding that there is reasonable cause to believe that a union has threatened to use or has used proscribed means to force an employer to assign work to one group of employees rather than to another.

Hughes is a party to separate collective-bargaining agreements with EAST and IBEW, respectively. The work in dispute fits within the jurisdictional language of both collective-bargaining agreements. For the last 10 years, beginning in 1982, EAST and IBEW have each filed grievances pursuant to their respective agreements that were processed through to arbitration, which resulted in conflicting awards.

Most recently, EAST-represented employees were awarded the work involving the processing equipment, the repair of auto-bonding equipment, the repair of MRP-II computer equipment, repair of electrostatic discharge boxes, and the maintenance and repair of the hybrid's production equipment. As a result, the work was reassigned from IBEW-represented employees to EAST-represented employees. IBEW grieved the reassignment by the Employer and through arbitration proceedings was awarded the reassigned work for employees it represents.

On notice from Hughes of IBEW's arbitration award and the Employer's intent to adhere to the award, EAST forwarded correspondence dated June 18, 1992, to Hughes, asserting that should work presently performed by EAST unit members be reassigned to IBEW unit members, EAST would use all means necessary, including a work stoppage, to deter such reassignment. On the basis of the foregoing, we find reasonable cause to believe that a violation of Section 8(b)(4)(D) has occurred.

At the hearing, IBEW asserted that both IBEW and EAST, as members of the AFL-CIO affiliated Internationals, are bound by internal jurisdictional dispute resolution settlement procedures established under article XX of the charter. EAST asserted that article XX was not applicable in this matter. The Employer stated that it was not bound by a dispute resolution procedure concerning this matter. On November 30, 1992, by letter, IBEW informed the hearing officer that it had filed an internal union charge against EAST under article XX of the AFL-CIO charter. IBEW also requested that the 10(k) hearing be continued until resolution of the internal union procedure. The hearing officer entertained IBEW's request on December 1, 1992, and denied IBEW's request for a continuance.

In its brief, the IBEW urges that the Board should stay its decision pending EAST's anticipated disclaimer of interest. EAST has not filed any response

to the IBEW motion; nor has it disclaimed the work. We find that there is no basis for holding the case in abeyance pending any disclaimer by EAST. Therefore, we deny the IBEW's motion to stay further action in this case.

The IBEW also asserts that the decision of the impartial umpire, which assigns the work in dispute to IBEW-represented employees, is final and binding on the parties. The Employer did not agree to be bound by the article XX award, which is a necessary prerequisite to any finding by this Board that there exists a voluntary method of adjustment binding on all the parties.<sup>3</sup> Additionally, the impartial umpire's award was not decided on the criteria which we rely on in 10(k) proceedings.<sup>4</sup> Therefore, we find that the parties have not agreed on a method for the voluntary adjustment of the dispute.

Accordingly, we find that the dispute is properly before the Board for determination under Section 10(k) of the Act.

#### E. *Merits of the Dispute*

Section 10(k) requires the Board to make an affirmative award of disputed work after considering various factors. *NLRB v. Electrical Workers IBEW Local 1212 (Columbia Broadcasting)*, 364 U.S. 573 (1961). The Board has held that its determination in a jurisdictional dispute is an act of judgment based on common sense and experience, reached by balancing the factors involved in a particular case. *Machinists Lodge 1743 (J. A. Jones Construction)*, 135 NLRB 1402 (1962).

The following factors are relevant in making the determination of the dispute.

##### 1. *Certifications*

EAST was originally certified in 1943 as the exclusive bargaining representative for all production and maintenance employees of the Employer. In 1949, EAST was certified again as the exclusive representative of all "production [and] maintenance . . . employees employed in factory areas" of the Employer, but excluding "maintenance electricians," who were represented by IBEW.

The IBEW was certified on March 31, 1949, by the Board as the exclusive representative of the maintenance and construction electricians of the Employer.

This factor does not favor the employees represented by either Union.

##### 2. *Collective-bargaining agreements*

EAST and IBEW have long-established collective-bargaining relationships with the Employer. The most recent collective-bargaining agreement between EAST

<sup>3</sup> *NLRB v. Plasterers Local 79 (Texas Tile)*, 404 U.S. 116 (1971).

<sup>4</sup> *Stage Employees IATSE (Metromedia)*, 225 NLRB 785 (1976).

and the Employer is effective from November 2, 1991, through November 5, 1994. The agreement states that EAST is the "sole and exclusive bargaining agent for all production [and] maintenance employees employed in factory areas, and all employees in the job classifications listed in the Appendices . . . exclud[ing] . . . maintenance electricians."

The most recent collective-bargaining agreement between IBEW and the Employer is effective from April 25, 1992, to April 22, 1995. The agreement states that IBEW is the "sole and exclusive bargaining agent for employees . . . classified as Industrial Electronics Electrician Journeymen; Electrician, Maintenance Journeyman; Maintenance Electrician; Maintenance Working Leader and Fixture Cleaner."

Because the Employer currently has collective-bargaining agreements with both EAST and IBEW that appear to cover the work in dispute, we find that this factor does not favor the employees represented by either Union.

### 3. Employer preference

At the hearing, the Employer stated that it prefers that EAST-represented employees be assigned the work in dispute. We find, therefore, that this factor favors awarding the work in dispute to EAST-represented personnel.

### 4. Company and industry practice

Over the past 10 years, advancements in technology have caused the Employer to send both EAST- and IBEW-represented employees to manufacturers' training schools. The Employer has consistently assigned the work in dispute to employees represented by EAST and IBEW. Representatives of the Employer and the IBEW testified that there are no other unionized companies in southern California performing the work in dispute.

An EAST representative testified that work similar in nature to the work in dispute is performed by employees it represents at McDonnell-Douglas Helicopter, an aerospace company located in southern California. Further, EAST representatives testified that at the Employer's Carlsbad facility there is production equipment used which is similar in nature to that utilized at the Newport Beach facility. Also, in the Carlsbad facility, EAST-represented employees perform the work that is similar to the work in dispute.

We find that the factors of company and industry practice are inconclusive and therefore not helpful in determining this dispute.

### 5. Skills, economy, and efficiency

The work in dispute involves maintaining and repairing electrical and electronic portions of production equipment, as well as the repairing and maintaining

testing computers and personal computers recording production information. All parties testified about the extensive training in electronics necessary to perform the work in dispute. Further, all parties testified that the skill level necessary to perform the work in dispute is very high. It is undisputed that EAST-represented as well as IBEW-represented employees have received similar training and possess the skills necessary to maintain and repair the equipment. Accordingly, because both EAST- and IBEW-represented employees are qualified to perform the disputed work, this factor does not favor the employees represented by either Union.

The Employer's representatives testified that certain jobs related to the work in dispute are performed by EAST-represented employees. It further testified that the related jobs can be easily combined with the work in dispute thereby creating a more efficient operation. However, the Employer asserts that if IBEW-represented employees perform the work, the Employer cannot combine IBEW work with EAST work. Therefore, from an operational and work assignment standpoint, it is more economical and efficient for the Employer if the work in dispute is assigned to EAST-represented employees. We find that the factors of economy and efficiency of operations favor awarding the work in dispute to the employees represented by EAST.

### 6. Arbitration awards

Both the IBEW and EAST have filed grievances under their respective collective-bargaining agreements to obtain the work in dispute. As a result of those grievances, the Employer is now subject to numerous conflicting and binding arbitration awards requiring it to assign the same work to IBEW- and EAST-represented employees. Furthermore, there are still several grievances pending, a situation which presents the prospect of more conflicting arbitration awards. We therefore find that this factor does not favor the employees represented by either Union.

### Conclusions

After considering all relevant factors, we conclude that employees represented by Electronic and Space Technicians, Local 1553, AFL-CIO are entitled to perform the work in dispute at the Employer's Newport Beach facility. We reach this conclusion relying on the factors of economy and efficiency of operation, and Employer preference. In making this determination, we are awarding the work in dispute to the Employer's employees represented by EAST, not to the Union or its members.

### Scope of the Award

The Employer has asked the Board to make an award determining that the work in dispute—all electrical and electronic maintenance and repair work on production equipment in the semiconductor and hybrids production departments at the Employer's Newport Beach facility—be assigned to EAST-represented employees, with provisions that any IEEJs who become EAST-represented employees as a result of the Board's determination will preserve their seniority in their former IEEJ classification in any new EAST job classification.

We find that our usual award is appropriate. Specifically, we decline to address the issue of seniority because that is a subject of bargaining between the Employer and the Union.

### DETERMINATION OF DISPUTE

The National Labor Relations Board makes the following Determination of Dispute. Employees of Hughes Aircraft Company represented by Electronic and Space Technicians Local 1553, AFL-CIO are entitled to perform all the work in dispute at the Employer's Newport Beach, California facility.