

In the Matter of JONES & LAUGHLIN STEEL CORPORATION and UNITED  
STEELWORKERS OF AMERICA, CIO

*Case No. 6-R-770.—Decided September 29, 1943*

*Mr. Craig Carnes*, for the Board.

*Mr. James C. Beech*, of Pittsburgh, Pa., for the Company.

*Mr. Frank Burke*, and *Mr. Philip M. Curran*, of Pittsburgh, Pa.,  
for the Union.

*Miss Melvern R. Krelow*, of counsel to the Board.

DECISION  
AND  
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by United Steelworkers of America, CIO, herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Jones & Laughlin Steel Corporation, Pittsburgh, Pennsylvania, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Robert H. Kleeb, Trial Examiner. Said hearing was held at Pittsburgh, Pennsylvania, on August 31, 1943. The Company and the Union appeared, participated, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Company made a motion to dismiss the petition on the grounds that (1) plant-protection employees are not employees within the meaning of the National Labor Relations Act; (2) the unit petitioned for is inappropriate; (3) the Union is the same organization as is now the sole bargaining agent for the Company's production and maintenance employees; and (4) the present collective bargaining agreement between the Company and the Union excludes plant-protection employees. The Trial Examiner reserved ruling. For reasons appearing below, this motion is denied. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded opportunity to file briefs with the Board.

On September 7, 1943, the Company requested oral argument before the Board. For reasons hereinafter set forth, the request is hereby denied.

Upon the entire record in the case, the Board makes the following:

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE COMPANY

Jones & Laughlin Steel Corporation is a Pennsylvania corporation engaged in the manufacture and sale of steel and steel products. The Company operates plants in Pittsburgh, Pennsylvania, Aliquippa, Pennsylvania, and Cleveland, Ohio. This proceeding involves only the Company's Pittsburgh Works. During the past 12 months, the Company used at its Pittsburgh Works approximately 8,000,000 tons of raw materials, of which 50 percent was shipped to the Pittsburgh Works from points outside the Commonwealth of Pennsylvania. During the same period, the Company manufactured at its Pittsburgh Works approximately 2,000,000 tons of steel, of which approximately 75 percent was shipped to points outside the Commonwealth of Pennsylvania.

The Company admits, for the purpose of this proceeding only, that it is engaged in commerce within the meaning of the Act.

#### II. THE ORGANIZATION INVOLVED

United Steelworkers of America is a labor organization affiliated with the Congress of Industrial Organizations admitting to membership employees of the Company.

#### III. THE QUESTION CONCERNING REPRESENTATION

On or about July 12, 1943, the Union requested recognition as the bargaining representative of the Company's plant-protection employees. The Company refused to recognize the Union.

Under a contract dated December 2, 1942, the Union represents all production and maintenance employees of the Company, and the employees in the unit proposed herein are specifically excluded from the benefits of the above-mentioned contract. As heretofore stated, the Company moved to dismiss the petition on the ground, *inter alia*, that the present collective bargaining agreement between the Company and the Union excludes plant-protection employees. The Union, however, does not intend to merge the plant-protection employees with the unit for which it has already been recognized as the exclusive bargaining agent, but intends to bargain for them as a separate unit. We have, on several occasions heretofore, permitted

the same labor organization to bargain for the production and maintenance employees and the plant-protection employees in separate units.<sup>1</sup>

A statement of the Regional Director, introduced in evidence at the hearing, indicates that the Union represents a substantial number of employees in the unit hereinafter found to be appropriate.<sup>2</sup>

We find that a question affecting commerce has arisen concerning the representation of employees of the Company within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

#### IV. THE APPROPRIATE UNIT

The Union contends that a unit consisting of all plant-protection employees at the Company's Pittsburgh Works, including corporals, but excluding lieutenants, sergeants, clerks, and all other employees, constitute an appropriate unit. The Company, without disputing the scope of the unit, except insofar as it includes corporals, contends that such a unit is not an appropriate one; that plant-protection employees are not employees within the meaning of the Act; and that its plant-protection employees, who are all auxiliaries of the military police, should not be represented by the Union, which represents the Company's production and maintenance employees. These contentions have been advanced in other cases and have been found untenable.<sup>3</sup> More recently in the *Dravo Corporation* case<sup>4</sup> the Board has discussed these contentions fully, especially with respect to whether the militarization of guards alters the character of their employment, and whether such militarized guards should be precluded from representation by an organization already representing the Company's production and maintenance employees. The Board there stated:

. . . It cannot seriously be contended at this time that guards who are sworn into temporary membership in the armed services lose thereby any of the benefits of the Act . . . We cannot regard the induction of the guards into the Coast Guard Reserve as a meaningless act, since it does indicate that such persons from the nature of their oaths then owe allegiance directly to the Government, as well as to the corporation. The services do not contend,

<sup>1</sup> *Matter of Chrysler Corporation, Highland Park Plant*, 44 N. L. R. B. 881; *Matter of Jones & Laughlin Steel Corporation, Otis Works*, 49 N. L. R. B. 390

<sup>2</sup> The Regional Director reported that the Union presented 59 membership cards bearing apparently genuine signatures, 54 of which are dated between May and July 1943, 5 undated. Of the 59 cards submitted, 55 bear the names of persons whose names appear on the Company's pay roll of July 28, 1943. Said pay roll contains the names of 105 employees in the unit.

<sup>3</sup> *Matter of Phelps Dodge Copper Products Corp*, 41 N. L. R. B. 973; *Matter of Chrysler Corporation, Highland Park Plant*, *supra*; *Matter of Federal Motor Truck Company*, 50 N. L. R. B. 214; and *Matter of The Maryland Dry Dock Company*, 50 N. L. R. B. 363.

<sup>4</sup> *Matter of Dravo Corporation*, 52 N. L. R. B. 322.

however, that such persons thereby become Government employees and are therefore outside the provisions of the Act. Nor would the facts in this case support such a contention, for it is clear that the wages and duties of this group of personnel remained unchanged after their induction so that it is apparent that the proximate relationship of employer and employee still exists between the Company and the guards.

We therefore feel constrained to hold that the guards, as well as other employees, are free to select their own bargaining representatives under the Act.

No facts or arguments are presented here which would warrant departing from our prior decisions; accordingly, the Company's contentions are rejected.

As stated above, the Union desires the inclusion of corporals, and it appears that the Company desires their exclusion on the ground that the corporals possess the same amount of supervisory authority as do the sergeants whom the Union would exclude. The Company employs seven corporals and seven sergeants, two on each shift, and the seventh as relief alternate. Up to the spring of 1942, there were no classifications of corporals on the Company's pay roll. In March or April 1942, the Company appointed corporals to augment the staff of sergeants so that the various guard posts could be checked more frequently. The corporals and sergeants spend practically all of their time in the plant visiting the various posts and instructing the new guards in their duties. When the sergeants and the corporals are on the same "turn," the corporals work directly under the sergeants' supervision. When the sergeant is absent, the corporal will act as sergeant, and have charge of the "turn." In contrast to the guards, who are paid on an hourly basis, both the sergeants and the corporals are paid on a salary basis, and receive higher compensation. Although the sergeants and the corporals do not have the authority to hire or discharge, or promote or demote, they have supervision over the guards, and have authority to discipline them for any misconduct or breach of duties. Since the corporals generally have the same duties and disciplinary authority affecting the status of guards as those of the sergeants, we conclude that corporals are supervisory employees and we shall exclude them from the unit.

We find that all plant-protection employees of the Company at its Pittsburgh Works, excluding lieutenants, sergeants, corporals, and all other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, clerks, and all other employees, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

## V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of our Direction of Election, subject to the limitations and additions set forth therein.<sup>5</sup>

## DIRECTION OF ELECTION

By virtue of and pursuant to the power vested in the National Labor Relations Board by section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 2, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Jones & Laughlin Steel Corporation, Pittsburgh, Pennsylvania, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Sixth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding those employees who have since quit or been discharged for cause, to determine whether or not they desire to be represented by United Steelworkers of America, CIO, for the purposes of collective bargaining.

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<sup>5</sup> The Union has waived the right to object to any election ordered herein on the basis of charges filed in Case No. 6-C-835.