

In the Matter of AMERICAN VISCOSE CORPORATION, EMPLOYER and  
LEADBURNERS LOCAL UNION 596, OF THE UNITED ASSOCIATION OF  
JOURNEYMEN PLUMBERS & STEAMFITTERS, A. F. L., PETITIONER

*Case No. 5-R-3042.—Decided September 23, 1948*

DECISION

AND

ORDER

Upon a petition duly filed, a hearing was held before a hearing officer of the National Labor Relations Board. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.<sup>1</sup>

Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-man panel consisting of the undersigned Board Members.\*

The Employer is engaged in commerce within the meaning of the National Labor Relations Act.

The labor organizations involved claim to represent employees of the Employer.<sup>2</sup>

Upon the entire record in this case, the Board finds that no question of representation 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 Petitioner seeks to sever from the multiple-plant unit of employees presently represented by the Intervenor, a unit of lead burners and apprentices at the Employer's Front Royal, Virginia, plant. The Employer and the Intervenor contend that the proposed unit is not appropriate in view of a history of collective bargaining on a multiple-plant basis for production and maintenance employees, and because of the integrated nature of the Employer's operations.

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<sup>1</sup> The intervenor's request for oral argument is denied, inasmuch as, in our opinion, the record and the briefs adequately present the issues and the positions of the parties

\*Houston, Reynolds, and Gray.

<sup>2</sup> The Employer and Textile Workers Union of America, C. I. O., herein called the Intervenor, contend that a contract currently in effect between them covering the employees involved herein, constitutes a bar to this proceeding. In view of our dismissal of the petition on the ground that the unit sought by the Petitioner is inappropriate, we find it unnecessary to resolve the contract-bar issue.

The Employer is engaged in the manufacture of viscose and acetate rayon and staple fibre. Its manufacturing operations are carried on in 7 plants which employ approximately 16,613 production and maintenance employees.<sup>3</sup> The activities of the employer at all plants are governed by one over-all management and personnel policy formulated by the Employer at its main office in Philadelphia, Pennsylvania. All collective bargaining agreements are negotiated and administered at the Employer's main office, and uniform labor policies are established there by the Director of Industrial Relations, under the direction of the general manager and other corporation officials. The grievance procedure in the contract between the Employer and the Intervenor provides for local adjustment of grievances in the first three steps. The fourth step of a grievance is conducted by representatives from the Employer's main office and national representatives of the Intervenor. If there is still disagreement concerning the grievance, it then goes to arbitration.<sup>4</sup>

Each of the 7 plants is in charge of a plant manager who is responsible to the general manager at the main office. The duties, skills, job classifications, pay rates, working conditions, and employee benefits at all 7 plants are substantially the same. Because of the similarity of operations in the Employer's plants and the centralized control of manufacturing operations, there is interchange of some materials and production equipment between plants. There also have been many instances of interplant transfers of employees.<sup>5</sup> About 1942 the Employer and the Intervenor negotiated a Tradesmen Pool Agreement regulating temporary interplant transfers of skilled employees, including lead burners.<sup>6</sup> About 1943, the Employer and the Intervenor executed a similar agreement known as the Corporation Leadburner Division (CLD), which provided for the interplant transfer of lead burners.<sup>7</sup> At the time of the hearing, 5 of the 38 lead burners employed at the Front Royal plant were on a loan status from other plants. Under the contract between the Employer and the Intervenor, technologically displaced employees have the right to transfer to other of the Employer's plants.<sup>8</sup>

<sup>3</sup> The 7 plants are located at Front Royal, Virginia; Lewistown, Pennsylvania; Meadville, Pennsylvania; Parkersburg, West Virginia; Roanoke, Virginia; Marcus Hook, Pennsylvania; and Nitro, West Virginia. The Employer produces viscose rayon at all of its plants with the exception of the plant at Meadville, where it is engaged in the production of acetate rayon.

<sup>4</sup> The record shows that numerous grievances have been processed to arbitration, including grievances of lead burners at the Front Royal plant.

<sup>5</sup> Under a training program negotiated between the Employer and the Intervenor, lead burner trainees are frequently sent to training schools established at other plants than their home plant.

<sup>6</sup> This agreement provided for subsistence and travel benefits.

<sup>7</sup> Another CLD was executed in 1945.

<sup>8</sup> When the Front Royal plant began operations in 1940, about 225 employees were transferred from other plants which had a surplus of employees because of technological changes.

An examination of the bargaining history of the Employer shows that the Intervenor has been recognized as the bargaining representative of production and maintenance employees at the Employer's seven plants on a multiple-plant basis since 1937.<sup>9</sup> The early contracts were for members only, but since 1942 the contracts have provided for exclusive recognition of all hourly and piece-rated production and maintenance employees on a multiple-plant basis.<sup>10</sup> All collective bargaining until the present time has been on a multiple-plant basis.

In view of the centralized control of the Employer's personnel and operations, and the long history of collective bargaining on a multiple-plant basis, we are of the opinion that a craft unit of lead burners limited to the Front Royal plant is inappropriate.<sup>11</sup> We therefore find no appropriate unit within the scope of the petition.

### ORDER

Upon the basis of the entire record in this case, the National Labor Relations Board hereby orders that the petition filed in the instant matter be, and it hereby is, dismissed.

<sup>9</sup> The Front Royal plant was included in the unit shortly after it commenced operations in 1940.

<sup>10</sup> The unit covered by the contracts was not established by Board decision or certification. A consent election, however, was conducted in a seven plant production and maintenance unit on a petition filed by District 50, UMWA in December 1945. The Intervenor won this election. On July 2, 1946, a Consent Determination of Representatives was issued by the Regional Director of the Fourth Region, designating the Intervenor as exclusive bargaining representative.

<sup>11</sup> *Matter of Poultry Producers of Central California*, 78 N. L. R. B. 1067; *Matter of American Republics Corporation*, 78 N. L. R. B. 1025; *Matter of Robert Gaur Company, Inc. (Natick Box and Board Division)*, 77 N. L. R. B. 649; *Matter of Coeur d'Alene Mines Corporation*, 77 N. L. R. B. 570; *Matter of Consolidated Telegraph & Electrical Subway Company*, 77 N. L. R. B. 300; *Matter of Standard Brands, Incorporated*, 75 N. L. R. B. 394.