

IN the Matter of ALUMINUM COMPANY OF AMERICA, EMPLOYER *and*  
PATTERN MAKERS' LEAGUE OF NORTH AMERICA, PITTSBURGH ASSO-  
CIATION, AFL, PETITIONER

*Case No. 6-R-1654.—Decided March 2, 1948*

*Mr. Adrian C. Smith*, of Pittsburgh, Pa., for the Employer.

*Mr. George Q. Lynch*, of Washington, D. C., for the Petitioner.

*Mr. Frank Donner*, of Washington, D. C., and *Mr. Phillip M. Curran*, of Pittsburgh, Pa., for the Intervenor.

DECISION  
AND  
DIRECTION OF ELECTION

Upon a petition duly filed, hearing in this case was held at Pittsburgh, Pennsylvania, on July 24, 1947, before Ramey Donovan, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.<sup>1</sup>

Upon the entire record in the case, the National Labor Relations Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYER

Aluminum Company of America, a Pennsylvania corporation, is engaged in the mining, reduction and manufacturing, and fabricating of aluminum. The Employer operates numerous plants throughout the United States; only the New Kensington Works<sup>2</sup> is involved in this proceeding. During the past year, the Employer purchased for use at its New Kensington Plant raw materials valued in excess of \$5,000,000, of which approximately 90 percent was shipped from points outside the Commonwealth of Pennsylvania. During the same period, products produced at this plant were valued in excess of \$10,000,000, of which 60 percent was shipped to points outside the Commonwealth.

The Employer admits and we find that it is engaged in commerce within the meaning of the National Labor Relations Act.

<sup>1</sup> The Intervenor's motion to dismiss is denied for the reasons stated herein.

<sup>2</sup> This includes the Arnold Plant, Logan's Ferry Plant, and New Kensington.

## II. THE ORGANIZATIONS INVOLVED

The Petitioner is a labor organization affiliated with the American Federation of Labor, claiming to represent employees of the Employer.

The United Steelworkers of America, herein called the Intervenor, is a labor organization affiliated with the Congress of Industrial Organizations, claiming to represent employees of the Employer.

## III. THE QUESTION CONCERNING REPRESENTATION

The Employer refuses to recognize the Petitioner as the exclusive bargaining representative of employees of the Employer until the Petitioner has been certified by the Board in an appropriate unit.

We find that a 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.

## IV. THE APPROPRIATE UNIT : THE DETERMINATION OF REPRESENTATIVES

The Petitioner seeks a unit of all wood and metal pattern makers and apprentices employed at the New Kensington Works of the Employer. The Employer and the Intervenor contend that these employees should continue to be represented as part of a production and maintenance unit established pursuant to a long history of collective bargaining.

In April 1938, the Board certified the International Union, Aluminum Workers of America, CIO, herein called the Aluminum Workers, to represent a unit of production and maintenance employees at the New Kensington Works, including pattern makers.<sup>3</sup> The record shows that for about 5 years prior to this certification, there existed on the same comprehensive basis a collective bargaining relationship between the Employer and the Aluminum Workers under various names and affiliations of the latter.<sup>4</sup> The Aluminum Workers represented this unit of employees in a succession of master contracts until July 1944, when it merged with the Intervenor and the latter continued the bargaining relationship to the present date.

The June 1945 contract contained a maintenance of membership and check-off provision with an escape period during the first 15 days of the contract. The pattern makers did not take advantage of this

<sup>3</sup> *Matter of Aluminum Company of America*, 6 N L R B 444

<sup>4</sup> From 1933 to 1936 statements of company policy governed this bargaining relationship, and in 1936 a master collective bargaining contract was executed covering, among other plants, the Logan's Ferry and New Kensington plants of the Employer.

escape period but toward the expiration of the contract in December 1946, following a 1½-day strike, they informed the Employer of their resignation from the Intervenor. However, the Employer refused to recognize this withdrawal on the part of the pattern makers and continued to check off their dues on the ground that the December 1946 termination date of that contract had been extended by the parties indefinitely, thereby permitting no escape period. A new contract was entered into on May 8, 1947,<sup>5</sup> and on May 16, 1947, within the escape period provided, the pattern makers individually again notified the Employer of their withdrawal from the Intervenor. Thereafter the Employer ceased checking off dues for these employees.

The pattern makers have participated in the grievance procedure provided under the Intervenor's contracts and, the record indicates, still retain and utilize the departmental grievance committee established for the pattern shop under this procedure. They have shared in all the general wage increases negotiated by the Intervenor, including the most recent one on May 8, 1947.

All the employees at the Works are governed by company seniority by departments, which includes the right to transfer to other departments in the event of a lay-off. All hiring is done through a central employment office. All employees work substantially under the same general conditions of employment and are subject to the same set of working rules.

On the other hand, the pattern makers employed at the Works possess the usual high degree of skill inherent in their craft and are under the separate supervision of a pattern-maker foreman. Moreover, they work exclusively in the pattern shop which occupies the entire second floor of one building and they must obtain a pass before being permitted to leave the shop during working hours.

The Intervenor contends that the aluminum industry, like the basic steel industry, by reason of its high degree of functional integration, precludes the establishment of a separate craft unit, which, it argues, would destroy the present bargaining structure in the industry. We find no merit in this contention. The record shows that for the past 8 or 9 years the Petitioner has represented a separate unit of pattern makers at the Employer's Cleveland plant. Moreover, we have on numerous occasions found appropriate separate units of various craft groups in the aluminum industry.<sup>6</sup>

The foregoing facts indicate that the pattern makers in this case constitute a true and homogeneous craft group<sup>7</sup> and that a similar

<sup>5</sup> This contract is still in effect, it is not alleged as a bar.

<sup>6</sup> See *Matter of Aluminum Company of America*, 61 N. L. R. B. 1066, 1083 (machinists), 60 N. L. R. B. 278 (die sinking employees), 56 N. L. R. B. 216 (bricklayers)

<sup>7</sup> See *Matter of Kaiser-Frazer Corporation*, 73 N. L. R. B. 109.

bargaining unit of pattern makers is recognized at another plant of the Employer and in the industry generally. Under these circumstances, we find that the pattern makers may be separately represented.<sup>8</sup> However, we shall make no final unit determination at the present time but shall direct an election among all wood and metal pattern makers and apprentices at the Employer's New Kensington Works, excluding the pattern-maker foreman and other supervisors. If the majority of these employees vote for the Petitioner, they will be taken to have indicated their desire to constitute a separate appropriate unit.

### DIRECTION OF ELECTION

As part of the investigation to ascertain representatives for the purpose of collective bargaining with Aluminum Company of America, Arnold, Logan's Ferry, and New Kensington, Pennsylvania (New Kensington Works), 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, and subject to Sections 203.61 and 203.62, of National Labor Relations Board Rules and Regulations—Series 5, among all wood and metal pattern makers and apprentices at the Employer's New Kensington Works, excluding the pattern maker foreman and other supervisors, 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, but excluding those employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, and also excluding employees on strike who are not entitled to reinstatement, to determine whether or not they desire to be represented by Pattern Makers' League of North America, Pittsburgh Association, AFL, for the purposes of collective bargaining.<sup>9</sup>

CHAIRMAN HERZOG took no part in the consideration of the above Decision and Direction of Election.

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<sup>8</sup> Cf. *Matter of York Corporation*, 74 N L R B 934, *Matter of Combustion Engineering Company*, 74 N L R B 556, *Matter of The National Cash Register Company*, 74 N L R B 1350

<sup>9</sup> Having failed to comply with the filing requirements of Section 9 (f), (g), and (h) of the Act, as amended, the Intervenor will not be accorded a place on the ballot. The Intervenor's contentions contained in the document it filed with the Board entitled "Objection of Intervenor to Proposed Denial of Status as Party In Interest and Request For Oral Argument" are hereby rejected and request for oral argument is hereby denied for reasons stated in *Matter of Rite-Form Corset Company*, 75 N L R. B. 174.