There are 55 production and maintenance job classifications at Warren Glen, out of a total of 67, which are common to the other mills,[7] and the Employer has a single job evaluation plan for all 4 mills. In the past 6 years, there have been 9 general wage increases covering all 4 plants; and also uniform at all plants are holidays, vacations, bonuses, shift differentials, overtime and Sunday pay, leaves of absence, and grievance procedure.

Finally, the record shows that many employees live closer to a plant other than the one in which they work, that many members of the same family work at different plants, and that there is an extensive recreational program for employees of all four plants which is carried on at a company recreation center.

It thus appears that the Employer's four plants are in close proximity to each other, that their organization and operation is highly centralized and integrated, that there is considerable similarity of work and working conditions at all four plants, and that the employees of all four plants otherwise enjoy a close community of interest. Under such circumstances, we find that a unit confined to the Warren Glen plant, as sought by the Petitioner, is not appropriate for purposes of collective bargaining within the meaning of Section 9 (b) of the Act, and we shall therefore dismiss the petition.[8]

Order

IT IS HEREBY ORDERED that the petition in the above-entitled case be, and it hereby is, dismissed.

[7] As a result, a substantial number of permanent transfers are made each year among all four plants.

[8] See *Farrington Manufacturing Company*, 87 NLRB 1051; *Hass Wholesale, Inc*, 92 NLRB 408. Cf. *Nashville Wire Products Manufacturing Co., Inc.*, 89 NLRB 135.

Under the original Act, the Board did find appropriate a unit confined to the *Milford* plant (55 NLRB 358; 63 NLRB 538). Those findings, however, were based primarily on the fact that there had been no attempt to organize any but the Milford plant. The record here indicates that the Petitioner has attempted to organize all four plants, and in any event Section 9 (c) (5) of the amended Act now precludes the Board from using "extent of organization" as a controlling factor in unit determinations.

ALUMINUM COMPANY OF AMERICA *and* DISTRICT #47 OF INTERNATIONAL ASSOCIATION OF MACHINISTS, PETITIONER. *Case No. 2-RC-3511. October 12, 1951*

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 James V. Altieri, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Murdock, and Styles].

Upon the entire record in this case, the Board finds:

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

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

3. 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.

Local 702 of the International Union, Mine, Mill and Smelter Workers, herein called the Intervenor, was allowed to intervene at the hearing because of its contract covering employees at three of the Employer's plants, including the Garwood, New Jersey, plant, here concerned. It urges this contract as a ground for its motion to dismiss this proceeding. The contract in question was executed May 19, 1947, for a 2-year term, thereafter to run indefinitely. On July 23, 1948, it was modified and extended to May 18, 1950, and on January 20, 1950, it was again modified and extended to February 1, 1952. The contract contains the following maintenance-of-membership provision:

> All employees who, fifteen (15) days after the date of the signing of this Agreement, are members of the Union in good standing, in accordance with its constitution and by-laws and all employees who become members after that date shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of this Agreement.

No election has been conducted by the Board, under Section 9 (e) of the Act, authorizing the Intervenor to execute a union-security agreement with the Employer. Therefore, apart from other considerations, the agreement is not an effective bar to a representation petition,[1] and the Intervenor's motion to dismiss on that ground is denied.

4. The Petitioner seeks a unit of all employees in the die room at the Employer's Garwood plant on the ground that these employees constitute a homogeneous, departmental group with a skilled craft nucleus and may properly be severed from the existing production and maintenance bargaining unit. The Employer and the Intervenor, the latter again by motion to dismiss, assert that only a unit of production and maintenance employees, including employees in the die room, is appropriate. Since 1936 the Intervenor or its predecessor has represented the Garwood employees as a group.

[1] *Penn Paper & Stock Company*, 88 NLRB 17.

At its Garwood plant the Employer manufactures aluminum die castings on specific orders from numerous individual customers. The die room employees, who constitute a separate department on the Employer's payroll, include the following classifications: Die casting die makers, tool makers, precision grinders, die maker apprentices, die machinists, tool maker leadman, tool maker apprentice, die repair helpers, and stockroom and tool crib attendants. The die makers, tool makers, and precision grinders are highly skilled. An apprenticeship training program is in effect at the plant which requires 6½ years of training for a die maker and 5 years for a tool maker. Although not included in the apprentice program, apparently the training required for a precision grinder is also 5 years. The die machinists are semi-skilled and can apply for a tool maker position if no apprentice has completed his 5-year training, or for a precision grinder position.

All these employees, including the two stockroom and tool crib attendants,[2] work in the die room, which is a separate room in the plant. They are supervised by a foreman and four assistants, whose activities are confined to the die department. Die makers occasionally leave the die room to watch the sample run of a new die, and tool makers leave more frequently to make repairs or adjustments on dies that are on the casting machines or set up in the presses. Likewise a precision grinder is called out of the die room, on an average of once a day, in case of die tool trouble. Conversely, employees from other departments—principally foremen, however—come into the die room to discuss difficulties with dies and tools. Permanent transfers of employees to the die room have occurred with some frequency in the less skilled positions, but none to the positions of die maker, tool maker, or precision grinder.

The Employer urges that inasmuch as the employees of this plant have been organized and bargained for as one group for a period of approximately 20 years, no reason now appears to allow the die room employees separate bargaining. In addition it contends that a high degree of integration exists in its "jobbing type of operation" at the Garwood plant.

The Board has frequently found that bargaining history alone may not bar severance of a craft group.[3] The craft characteristics of the die makers, tool makers, and precision grinders are clearly established, and together with the die machinists, the various apprentices, the helpers, and the stockroom and tool crib attendants, they may, we believe, properly constitute a separate departmental bargaining unit

[2] The only tool crib in the plant is in the die room. Maintenance department employees also use these tools and occasionally employees from other plant departments may use them.

[3] *The Gates Rubber Co.*, 95 NLRB 351; *The Atlantic Refining Company (Atreco Refinery)*, 92 NLRB 651; *Oregon Portland Cement Company*, 92 NLRB 695.

despite a history of collective bargaining on a broader basis.[4] Contrary to the Employer's contention, this record indicates no inseparable integration of the craft functions of the die room employees with the production processes. In addition, the Garwood plant is obviously a manufacturing plant, the operations of which are not a part of the basic reduction and rolling mill phases of the aluminum industry within the meaning of our decision in *The Permanente Metals Corporation*, 89 NLRB 804.[5]

In these circumstances, we believe that, unlike the situation in the *Permanente* case, no cogent reason appears for denying separate representation to the die room employees, who, as herein found, are entitled to such representation by our usual standards.[6] Accordingly, we deny the Intervenor's motion to dismiss because of the alleged inappropriateness of the unit and find that the employees in the proposed unit may, if they so desire, constitute a separate bargaining unit. However, we shall reserve final determination as to the unit until the outcome of the election hereinafter directed.

We shall direct an election among all die room employees of the employer at its Garwood, New Jersey, plant, excluding all other employees and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication in this volume.]

[4] See *John Deere Plow Works of Deere & Company*, 94 NLRB 1286.

[5] See *Reynolds Metals Company*, 93 NLRB 721, wherein the *Permanente* decision was distinguished and a self-determination election was granted boiler room employees in an aluminum plant devoted to scrap reclamation, an operation the Board found "merely ancillary to a manufacturing process"; see also, *Mesta Machine Company*, 94 NLRB 1624, wherein the Board found that a manufacturer of steel plant equipment was, in greater part, competing with foundries and hence not primarily engaged in the basic steel industry.

[6] *John Deere Plow Works*, footnote 4, *supra*.

H. T. DAVENPORT D/B/A ENTERPRISE LUMBER & SUPPLY CO.[1] *and* INTERNATIONAL WOODWORKERS OF AMERICA, CIO, PETITIONER. *Case No. 34–RC–324. October 12, 1951*

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 Lincoln Klaver, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to the provisions of Section 3 (b) of the Act, the Board

[1] The name of the Employer appears as amended at the hearing.