

had previously been agreed that no temporary employees could vote. . . ." Later he phrased it as, "it was agreed that none other than permanent people would be eligible." More significant, and strongly indicative of an intent at that time to include Goosetree, is the fact that, on the eligibility list, received in evidence, a date was set opposite the name of each of the 6 struck "extra" employees. This data showed that I had been employed only 6 days earlier, and that none of the others had been employed longer than 23 days. Add to these facts the listing of Goosetree's name on that same list free of special designation, his uninterrupted employment of 7 months before February, the Employer's failure to come forth at that conference with any assertion that Goosetree should be ineligible, and the fact that, under Board precedent, the Petitioner had every right to believe that Goosetree would be eligible, and it is difficult to perceive how this record could support a finding that the parties had agreed that he was not eligible to vote.

I would normally respect and follow a stipulation of the parties adopting the Employer's definition of "temporary" employees and exclude them from voting on that basis, if it were established that such were their intentions. In this case, however, as I read the record, the most that was stipulated was that temporary employees as a class should be ineligible. There is absolutely no showing that the parties agreed to accept the Employer's somewhat unique definition of "temporary" or even that the Union was aware of this definition. Under these circumstances, I think it more reasonable to assume that the parties intended to adopt the Board's established definition of the term "temporary." This definition, everyone must agree, makes Goosetree eligible to vote.

Member Beeson took no part in the consideration of the above Decision and Certification of Results of Election.

REYNOLDS METALS COMPANY *and* INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL, Petitioner

REYNOLDS METALS COMPANY *and* UNITED STEELWORKERS OF AMERICA, CIO, Petitioner. Cases Nos. 32-RC-712 and 32-RC-714. May 10, 1954

DECISION, ORDER, AND DIRECTION OF ELECTION

Upon separate petitions filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held in the above-entitled cases before Joseph W. Bailey, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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

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

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

3. Petitioner, IBEW, in Case No. 32-RC-712 seeks a unit of all maintenance and repair electricians and their helpers, excluding all other employees at the instant plant of the Employer near Gum Springs, Arkansas. The Petitioner in Case No. 32-RC-714, United Steelworkers of America, CIO, herein called the Steelworkers, seeks an overall production and maintenance unit including the electricians. The Intervenor, Aluminum Workers International Union, AFL, and the Employer agree with the Steelworkers that only an overall production and maintenance unit is appropriate.

4. The appropriate unit:

The Employer is engaged in the production and fabrication of basic aluminum in some 50 plants throughout the United States. The instant plant is new and was scheduled to begin operations about January 1, 1954. The pattern of bargaining in all other plants of the Employer is on a plantwide basis. However, there is no history of collective bargaining in the instant plant.

The Steelworkers moved to dismiss the petition of the IBEW on the ground that, under the Board's National Tube¹ doctrine, no petitions for craft units have been entertained in certain industries. The IBEW apparently contests the application of the National Tube doctrine to the facts noted above.

Apart from any application of the National Tube doctrine in this proceeding, the establishment of craft units depends primarily upon the existence of craft employees. In the American Potash case,² recently decided, we made it clear that any unit sought to be severed in the future from an established bargaining unit must meet the requirement that the group constitute a true craft, and that this requirement would be rigidly enforced where severance is sought on that basis. We further stated that we propose to exercise great care in making certain that, in the administration of this rule, only groups exercising genuine craft skills will be embraced within the ambit of the rule. We noted that a true craft consists of a distinct and homogeneous group of skilled journeyman craftsmen, working as such, together with their apprentices and/or helpers; and that to be a "journeyman craftsman" an individual must have a kind of degree of skill which is normally acquired only by undergoing a substantial period of apprenticeship or comparable training. We find that the same standards and requirements as to craft skills should apply to craft units sought to be established without prior bargaining history.

¹National Tube Company, 76 NLRB 1199.

²American Potash & Chemical Corporation, 107 NLRB 1418.

Upon application of the foregoing standards to the instant case, we do not find in this record sufficient evidence of the duties and skills of the electricians at this plant to warrant a conclusion that the requirements for craft status have been met.³ Because the Petitioner, IBEW, has failed to sustain the burden of proof with respect to the requirements for craft status, we shall dismiss the petition of the IBEW in Case No. 32-RC-712.

In view of our determination that a craft unit of electricians is not warranted under the circumstances set forth above, we shall find a plantwide unit appropriate. Accordingly, we find that the following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (b) of the Act:

All maintenance and production employees employed at the Employer's plant near Gum Springs, Arkansas, including all maintenance and repair electricians, apprentices and helpers, scale clerks and storeroom clerks,⁴ but excluding chemists, senior and junior analysts,⁵ professional employees, office clerical employees, guards, and all supervisors as defined in the Act.

[The Board dismissed the petition in Case No. 32-RC-712.]

[Text of Direction of Election omitted from publication.]

³See Chicago Pneumatic Tube Co. et als., 108 NLRB 174.

⁴The Employer would exclude and the Petitioner and Intervenor include the scale clerks and the storeroom clerks. As it is clear from the evidence that these clerks work in the production areas and are not office clericals, they are included as plant clericals.

⁵The Employer would exclude and the Petitioner and Intervenor include the senior and junior analysts who, when hired, will be working in the laboratory and will be engaged in testing various kinds of materials. As it appears from the evidence that these employees are technical employees and objection is raised as to their inclusion in the production and maintenance unit, we exclude them in accordance with Board policy.

LOCAL 595, INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS, A.F.L.,
AND ITS BUSINESS AGENT, W. B. SANDERS *and* BECHTEL
CORPORATION. Case No. 14-CD-39. May 11, 1954

DECISION AND DETERMINATION OF DISPUTE

STATEMENT OF THE CASE

This proceeding arises under Section 10 (k) of the Act, which provides that "whenever it is charged that any person has engaged in an unfair labor practice within the meaning of Section 8 (b) (4) (D) of the Act, the Board is empowered and directed to hear and determine the dispute out of which such unfair labor practice shall have arisen"