

Window Glass Cutters League of America, Local No. 10, AFL-CIO and American Saint Gobain Corporation and United Glass and Ceramic Workers of North America, Local No. 21, AFL-CIO

Window Glass Cutters League of America, Local No. 5, AFL-CIO and American Saint Gobain Corporation and United Glass and Ceramic Workers of North America, Local No. 17, AFL-CIO. Cases 6-CD-298 and 6-CD-299

March 26, 1970

DECISION AND DETERMINATION OF DISPUTE

BY CHAIRMAN McCULLOCH AND MEMBERS
FANNING AND BROWN

This is a proceeding under Section 10(k) of the National Labor Relations Act, as amended, following charges filed by American Saint Gobain Corporation, herein called American, alleging violations of Section 8(b)(4)(D) by Window Glass Cutters League of America, Local Nos. 10 and 5, AFL-CIO, herein called the League. After these cases were consolidated, and pursuant to notice, a hearing was held on October 20, 1969, in Pittsburgh, Pennsylvania, before Joseph E. Moore, Hearing Officer. American, League Local Nos. 10 and 5, and United Glass and Ceramic Workers of North America, Local Nos. 21 and 17, herein called the Glass Workers, appeared at the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to adduce evidence bearing on the issues. All parties filed briefs with the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the Hearing Officer's rulings made at the hearing and finds that they are free from prejudicial error. They are hereby affirmed.

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

I. THE BUSINESS OF THE COMPANY

The parties stipulated that American is a Delaware corporation which owns and operates three window glass plants, located at Jeannette, Pennsylvania, Arnold, Pennsylvania, and Okmulgee, Oklahoma. Its principal office is located in Kingsport, Tennessee. Its Jeannette, Pennsylvania, plant, during the past 12-month period purchased raw material valued in excess of \$100,000 directly from outside the Commonwealth of Pennsylvania. The Employer has sold and shipped outside

Pennsylvania manufactured products in excess of \$100,000 annually. We find, accordingly, that American is engaged in commerce within the meaning of the Act and that it will effectuate the policies of the Act to assert jurisdiction herein.

II. THE LABOR ORGANIZATIONS INVOLVED

The parties stipulated, and we find, that the League and its Local Nos. 10 and 5, and the Glass Workers and its Local Nos. 17 and 21, are labor organizations within the meaning of Section 2(5) of the Act.

III. THE DISPUTE

A. Background and Facts of the Dispute

The Employer's plants located in Jeannette and Arnold, Pennsylvania, have collective-bargaining agreements with the League and the Glass Workers at these two locations. The Glass Workers represents the production and maintenance employees, and the League represents employees engaged in cutting and inspecting glass at these two plants.

The work in dispute involves the operation of two Billco block cutting machines at Arnold, and one Billco block cutter at Jeannette. The first block cutters were placed in production at the Arnold plant on July 21 and 28, 1969. American assigned League members to operate the block cutters. Two employees were assigned to each machine. The employee on the front end takes a sheet of glass from a buck adjacent to the machine and places the sheet against a squaring device on the float table which has holes through which air is forced to facilitate manipulation of the sheet. When the sheet has been positioned properly, the employee hits a knee switch which reverses the airflow so that it becomes a vacuum holding the sheet firmly in place and causes the cutting bridge to move forward over the sheet. The cutting heads then lower automatically and move back, scoring the glass across the sheet into the desired sizes. Such cuts are referred to as "X" cuts. Trimming the side of the sheet of glass or splitting the sheet is referred to as a "Y" cut. This is accomplished by placing a block on the side of the machine, causing the cutting bridge to stop temporarily at the block and the lowering of the cutting head to make the split or trim. The cutting bridge then proceeds forward so the cross cuts can be made. After the scoring or cuts have been made, the sheet moves automatically to the back of the machine where the second employee snaps the sheet at the score marks, visually inspects the glass for defects, and from time to time checks the edges for size tolerance. He then places the glass on a count-off truck or pallet adjacent to the machine.

On August 8, 1969, Glass Workers Local 17 at Arnold protested the assignment of the work on the Billco block cutter to the League and engaged in a short work stoppage, claiming that the job on the front end of the Billco block cutter should be assigned to an employee represented by the Glass Workers. Members of the Glass Workers returned to work when the plant manager agreed to take up the matter with Edward Good, American's vice president of labor relations.

On September 2, 1969, a trucker represented by the Glass Workers refused to deliver glass to the block cutter machine at the Arnold plant. Although American purchased a block cutter for the Jeannette plant in the summer of 1969, it was not scheduled to be placed in operation until September 4, 1969. Prior to placing the machine in operation, Good discussed the assignment with Reiser, the president of the Glass Workers. After reviewing the problem of the work assignment on the machines, Good notified Gross, the plant manager at Arnold, and Stayer, the plant manager at Jeannette, that on September 4 one man represented by the Glass Workers and one represented by the League should be assigned to the Billco block cutters. League members at both plants refused to work on the block cutter when members of the Glass Workers started to work on the front end of the machines.

On September 1, prior to placing the block cutter into operation at the Jeannette plant, plant manager Stayer notified Octone, president of the Glass Workers' Local 21, that he was going to assign one member of the Glass Workers and one member of the League to the block cutter. Octone stated that he felt both assignments should go to members of his Union, but that he would go along with the assignment under protest. Stayer also notified Baughman, president of League Local 10, who protested the assignment saying both assignments should go to the League and that he would not permit his men to go to work. On September 4, an employee represented by the Glass Workers Local 21 at Jeannette placed a sheet of glass on the front end of the block cutter table, started the machine, and the glass was scored and transferred to the back end. The employee represented by the League located at the back end of the block cutter refused to perform his function. The block cutter was not operating at the time of the hearing.

The League has represented American employees for more than 25 years. On June 15, 1969, the League and American entered into a new agreement, modifying the prior master agreement which was effective June 15, 1966, to June 15, 1969. The new agreement terminates on June 15, 1972. The recognition clause in the contract requires American to recognize the League as the exclusive representative of all hand cutters, inspectors of hand cut glass, apprentices, cutting machine operators, and inspectors of machine-cut glass.

The Glass Workers was certified March 31, 1949, after the Okmulgee plant began production. The current agreement between American and the Glass Workers will terminate on April 2, 1972. The recognition clause in the contract requires American to recognize the Glass Workers as the representative of all production and maintenance employees employed at its window glass plants located at Okmulgee, Oklahoma, Jeannette and Arnold, Pennsylvania.

B. *The Work in Dispute*

As indicated above, the dispute involves the assignment of work on two Billco block cutters at the Arnold plant and one Billco block cutter at the Jeannette plant.

C. *The Contentions of the Parties*

Although American originally assigned all the work on the new Billco block cutters to League members, American reassigned the front end work on the block cutters to members of the Glass Workers which argued that it was entitled to this work. American contends that the dispute is depriving it of the use and production of its block cutter machines, and it seeks an affirmative award of the work on the block cutter machines.

The League contends that the Billco block cutter machine is a substitute for hand cutting which is done exclusively by members of the League; that members of the League operate reject cutting machines which are nearly identical to the block cutter machines; and that the League's contract supports its claim.

The Glass Workers contends that the block cutters require no special esoteric skills which only one group possesses, and that the skill entailed in the performance of either job on the machine is minimal. The Glass Workers also contends that four of the seven employees on American's large cutting machines are members of the Glass Workers; that there are cutoff men in the "hot end"¹ of the plant who are responsible for the cutting of glass; and that the Board held in *Window Glass Cutters League of America, AFL-CIO (American Saint Gobain Corporation)*, 146 NLRB 64, that the cutoff man, who operates the border trimmers, the machines which cut the sides of sheets to saleable edges, was properly within the jurisdiction of the Glass Workers. Finally, the Glass Workers contends that it has operated the Klages cutting machine which was used to cut laminated glass.

¹See E, 2, *infra*, for a description of this term

D. *Applicability of the Statute*

Before the Board may proceed with a Determination of Dispute pursuant to Section 10(k) of the Act, it must be satisfied that there is reasonable cause to believe that Section 8(b)(4)(D) has been violated.

The charges herein allege violations of Section 8(b)(4)(D) of the Act. The record shows that on or about September 1 and 4, 1969, the Respondents, through their agents, induced and encouraged individuals employed by American to engage in a refusal in the course of their employment to perform services for American, and threatened American with an object of forcing and requiring American to reassign work of operating block cutter machines, presently assigned to members of the Glass Workers Local Nos. 17 and 21, to members of the League. We conclude that there is a reasonable cause to believe that a violation of Section 8(b)(4)(D) has occurred and that the dispute is properly before the Board for determination.

E. *Merits of the Dispute*

1. Collective-bargaining agreement

On June 15, 1969, the League and American entered into a new agreement, modifying the prior master agreement that was in effect from June 15, 1966, to June 15, 1969. The new agreement terminates on June 15, 1972. The recognition clause in the contract provides as follows:

The Company recognizes the League as the exclusive representative for the purpose of collective bargaining of all hand cutters of window glass, inspectors of hand cut window glass, apprentices to the hand cutting of window glass, (cutting machine operator, reject cutter-machine cut glass and the inspector-machine cut glass, in accordance with the Miami Agreement dated May 15, 1958 hereinunder set forth in this agreement) at the Company's now existing window glass plant or plants.

The Glass Workers and American entered into a new agreement on May 21, 1969. The new agreement modifies the basic agreement effective March 15, 1966, to March 15, 1969, and will terminate on April 2, 1972. The recognition clause states:

The Union is recognized during the life of this agreement as the sole and exclusive bargaining agent for all production and maintenance employees employed by: American Saint Gobain Corporation at its window glass plants located at Okmulgee, Oklahoma, Jeannette, Pennsylvania, and Arnold, Pennsylvania; excluding all employees under the jurisdiction of the Window Glass Cutter's League, AFL-CIO salaried and clerical employees, professional employees and

supervisors as defined by the National Labor Relations Act, as amended.

The League contends that American needs cutting machine operators to operate the Billco block cutters and that employees in that classification are included in the League's agreement. The League accurately points out that the Glass Workers has no classification of cutting machine operator in its contract. The Glass Workers does not base its claim to the work on any descriptive language in its contract with American.

While the record supports the League's contention that the Glass Workers has no classification of cutting machine operator, it is also clear that there is no classification in the League's contract specifically covering the Billco block cutters in dispute. Clearly, the respective contracts cannot be regarded as significant factors favoring an award to either the League or the Glass Workers.

2. Company and industry practices

The record indicates that American has for many years recognized the League as the exclusive representative of all hand cutters of window glass, inspectors of hand cut window glass, apprentices, cutting machine operators, and reject cutters of machine cut glass.

The Glass Workers has traditionally been recognized by American as the representative of production and maintenance employees, excluding all employees represented by the League.

The Arnold and Jeannette plants are typical glass window plants whose facilities appear to be divided into what is referred to as the "hot end" and the "cold end." At the "hot end," glass is manufactured by heating a certain mix to a molten state. As this mix is drawn out of the tanks it cools and hardens, at which point it is broken off into sheets. Thereafter, the sheets of glass are transported to the "cold end" of the plant where they are cut either by hand or by machine into lights (panes) of saleable sizes, and are then inspected and stored.

The Glass Workers primarily represents the employees in the "hot end" of the plant as well as those employees who transport glass from the "hot end" to the "cold end." Employees represented by the Glass Workers bring glass to and from the hand cutting stalls, carry the glass to and from the cutting machines, paper and box the glass, and serve as loaders and off-bearers on the large cutting machines. As a general rule, members of the Glass Workers work in functions which support the actual cutting operations performed by the League.

The employees represented by the League work in the "cold end" of the plant, where they hand cut glass, inspect the glass, and operate cutting machines. The recognition article in the current contract between American and the League refers to the Miami Agreement, dated May 15, 1958. In that

agreement, American and several other glass companies agreed with the League and the Glass Workers to be bound by the National Labor Relations Board's decision in the then-pending jurisdictional dispute involving Pittsburgh Plate Glass, herein called PPG, and Libbey-Owens-Ford, herein called LOF, as to whether the League or the Glass Workers have jurisdiction over cutting machine operations.² Although American was not a party to the dispute before the Board, it agreed to be bound by the Board's decision. The Board found in the LOF case that the jobs of cutting machine operator, reject cutter-machine cut glass, and inspector-machine cut glass, at the plants involved were appropriately included in the units represented by the League in view of the League's 25-year bargaining history of representing machine cutting jobs and the fact that the new machines in dispute were basically the same as the old machines.

Following the Board's decision in LOF, American, when it introduced a cutting machine, put the cutting machine operation under the jurisdiction of the League. Thus, the record shows that the four employees associated with the cutting functions of the machine were represented by the League. In contrast, the three employees whose work was limited to loading and unloading duties were represented by the Glass Workers.

Although the Board held in an earlier case involving the Respondent's Okmulgee, Oklahoma, plant³ that the work of adjusting the border trimmers, which were located in the "hot end" of the plant, should be done by the cutoff man who was represented by the Glass Workers, the established bargaining agent for the employees in that area, we find that decision is inapplicable to the instant proceeding which is concerned with the Billco block cutter, a machine that is part of the "cold end" operation where employees have long been represented by the League.

There was testimony that members of the Glass Workers had operated the Klages glass cutting machine at the Jeannette plant. The Klages machine was used to cut patterns of laminated glass. However, this type of machine has not been used since the late nineteen forties.

Still another glass cutting machine in use at American is the Billco reject cutting machine. This machine is similar to the Billco block cutting machine, except that it is smaller, cannot make a "Y" cut, and is not able to handle a full sheet of glass. Two men operate this machine, and they are represented by the League.

As noted above, the first Billco block cutter machine at the Arnold plant was placed in operation on July 21, 1969, and the second machine on July 28, 1969. Two members of the League were assigned

to operate each machine. Vice President of Labor Relations Good testified that two League members were assigned to the block cutter because the work was monotonous and the two employees could rotate their positions for a more efficient operation. Good was also of the opinion that the block cutter was similar to the reject cutting machine which was operated by two League members.

On September 4, the block cutter at the Jeannette plant was placed in operation, under the circumstances heretofore described.

As the record shows that League members do all the cutting work on the large cutting machines and operate the Billco reject cutter machines, which are smaller but similar to the Billco block cutter, that members of the Glass Workers have never heretofore operated a cutting machine in the "cold end" of the plant, and that the block cutting machine performs work which would ordinarily be done by hand cutters represented by the League, we conclude that, for the most part, it has been American's practice to assign cutting machine work to League members. Moreover, it has been American's practice, albeit for the relatively short period from July 21 to September 4, 1969, to assign the work on the Billco block cutters to League members.

3. Relative skills and efficiency

As noted above, American originally assigned two League members to operate the Billco block cutter. There is testimony that, in contrast to the cutting skills called for on the back end of the cutter, no special skills are required of the employees who operate the front end and that members of both the Glass Workers and the League are qualified to perform front end functions. However, American's reason for assigning two League members to the cutter was its desire to speed up the operation of the cutter by hiring equally skilled cutting employees who could rotate on both ends of the cutter and avoid the slowdown attendant upon performing only one type of work. Thus, it appears that the factor of efficiency favors the assignment of League members who possess the skills needed on the back end of the Billco block cutter.

4. Gain or loss of jobs

There is evidence that the hand cutters represented by the League performed all of the cutting work at the "cold end" of the plants before American installed the Billco block cutters. The block cutting machine displaced hand cutters by cutting glass that would ordinarily be cut by the hand cutters.

In this connection, there is evidence that when the block cutters were stopped on September 3, 1969, the Employer added four hand cutters to the eight working on that date. Accordingly, we conclude that

²Window Glass Cutters League of America, AFL-CIO and Libbey-Owens-Ford Glass Company, 123 NLRB 1183.

³Window Glass Cutters League (American Saint Gobain Corporation), 146 NLRB 64.

the assignment of one or both jobs on the Bilco block cutters to members of the Glass Workers would result in a loss of job opportunities for members of the League, as it has been the prevailing practice of American to assign the block cutter jobs to League members.

Conclusions

Based upon the entire record and after full consideration of all relevant factors involved, we have decided to award the work in the instant case to the employees represented by the League rather than to employees represented by the Glass Workers. This determination is limited to the

particular controversy giving rise to the dispute.

DETERMINATION OF DISPUTE

Pursuant to Section 10(k) of the National Labor Relations Act, as amended, and upon the basis of the foregoing findings, the National Labor Relations Board hereby makes the following Determination of Dispute:

Employees represented by Window Glass Cutters League of America, Local Nos 5 and 10, AFL-CIO, are entitled to perform the work on the front end and the back end of the Bilco block cutters at American's Arnold and Jeannette, Pennsylvania plants.