

In the Matter of CHESAPEAKE-CAMP CORPORATION AND CAMP MANUFACTURING COMPANY and PAPER WORKERS ORGANIZING COMMITTEE, AFFILIATED WITH THE C. I. O.

In the Matter of CAMP MANUFACTURING COMPANY and INTERNATIONAL WOODWORKERS OF AMERICA, LOCAL 391, C. I. O.

Cases Nos. 5-R-1553 and 5-R-1580.—Decided August 31, 1944

Mr. John C. Parker, Jr., of Franklin, Va., for the Company.

Mr. Ernest B. Pugh, of Richmond, Va., and *Mr. R. Wray Alt*, of Suffolk, Va., for the Woodworkers.

Messrs. Frank Grasso and Thomas Linn, of Richmond, Va., for the Paper Workers.

Mr. Charles B. Godwin, of Suffolk, Va., for the Workers' Council.

Mr. Seymour J. Spelman, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon separate petitions duly filed by Paper Workers Organizing Committee, affiliated with the C. I. O., herein called the Paper Workers, and International Woodworkers of America, Local 391, C. I. O., herein called the Woodworkers, alleging respectively that questions affecting commerce had arisen concerning the representation of employees of Chesapeake-Camp Corporation, Franklin, Virginia, herein called Chesapeake, and Camp Manufacturing Company, Franklin, Virginia, herein called Camp,¹ the National Labor Relations Board provided for an appropriate hearing upon due notice before Earle K. Shawe, Trial Examiner. Said hearing was held at Franklin, Virginia, on May 25 and 26, 1944. The Companies, the Paper Workers, the Woodworkers, and Chesapeake-Camp Corporation Workers' Council, herein called the Workers' Council, appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues.

¹ The employers will sometimes be collectively referred to hereinafter as the Companies
57 N. L. R. B., No. 209.

The Trial Examiner referred to the Board for ruling a motion filed by the Workers' Council to dismiss the petition in Case No. 5-R-1553. For reasons set forth hereinafter, said motion is hereby granted. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded an opportunity to file briefs with the Board. Subsequent to the hearing, motions to intervene in Case No. 5-R-1553 were filed by International Brotherhood of Firemen and Oilers, A. F. L., International Brotherhood of Pulp, Sulphite and Paper Mill Workers, A. F. L., and International Brotherhood of Paper Makers, A. F. L. In view of the dismissal of the petition in Case No. 5-R-1553, hereinafter, we find it unnecessary to rule on said motions.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANIES

Chesapeake-Camp Corporation, a Virginia corporation, is engaged in the manufacture and sale of sulphate wood pulp and sulphate kraft paper at a plant in Franklin, Virginia. During the year 1943, it purchased raw materials valued in excess of \$2,000,000, of which more than 50 percent was shipped from points outside the State of Virginia. During the same period, it produced finished products valued in excess of \$4,000,000, of which more than 50 percent was shipped to points outside the State of Virginia.

Camp Manufacturing Company, a Virginia corporation, is engaged in the manufacture of rough and dressed lumber at a mill in Franklin, Virginia. During the year 1943, it used approximately 34 million feet of logs, of which approximately 10 percent originated in the State of North Carolina. During the same period, it produced finished lumber valued in excess of \$1,000,000, of which more than 80 percent was shipped to points outside the State of Virginia.

We find that the Companies are severally engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Paper Workers Organizing Committee, and International Woodworkers of America, Local 391, affiliated with the Congress of Industrial Organizations, are labor organizations admitting to membership employees of the Companies.

Chesapeake-Camp Corporation Workers' Council is an unaffiliated labor organization admitting to membership employees of Chesapeake.

III. THE ALLEGED QUESTIONS CONCERNING REPRESENTATION

1. *Case No. 5-R-1553*

On April 4, 1944, the Paper Workers filed the petition herein, alleging that the Companies had refused to recognize it as the exclusive bargaining representative of certain of their employees. The Workers' Council intervened, moving for a dismissal of the petition on the ground that its current contract with Chesapeake constitutes a bar to a present determination of representatives.

Since 1940, the Workers' Council has bargained for the hourly paid employees of Chesapeake pursuant to a series of written contracts. The current contract, executed on December 6, 1943, will remain in effect until December 6, 1944, and from year to year thereafter unless written notice of termination is served by either party upon the other more than 30 days prior to any anniversary date. The Paper Workers contends that the current contract should not bar a present determination of representatives because (1) the unit is not clearly defined in the contract, and (2) the Workers' Council has excluded Negro employees from membership. We find no merit in these contentions. Although there is no specific clause in the contract which defines the scope of the unit, it is clear, from a reading of the entire instrument, that the contract was intended to and does cover all hourly paid employees of Chesapeake, and there is no indication that, in their bargaining relations, the parties experienced any difficulty in determining the coverage of the contract unit, or that any hourly paid employee was ever excluded from the unit. As to the claim that it has pursued a policy of discrimination in membership, the Workers' Council, while admitting that it had no Negro members at the date the contract was executed, asserts that it now has several Negro members and is in the process of soliciting others. There was evidence adduced at the hearing substantiating this assertion. There is no showing or claim that Negro employees were ever or are now denied membership in the Workers' Council. Neither its bylaws nor its contract, on their face, shows any evidence of racial discrimination, and all wage increases and other benefits under the contract have applied to Negro and white alike.

In sum, the record does not support the charge of racial discrimination raised by the Paper Workers. Since the contract was executed prior to the assertion of the Paper Workers' claim, we find that it constitutes a bar to a present determination of representatives. We shall therefore dismiss the petition of the Paper Workers, without prejudice to its right to file a new petition within a reasonable period prior to the expiration date (December 6, 1944) of the current agreement.

2. Case No. 5-R-1580

In May 1940, Camp and Local Industrial Union of Employees of Camp Manufacturing Company, Franklin, Va., Plant, C. I. O. herein called the L. I. U., entered into an agreement for a consent election to be conducted by the Board among all production and maintenance employees of Camp, excluding watchmen and clerical and supervisory employees. The L. I. U. won the elections and thereafter the parties entered into a series of agreements covering the employees in the stipulated unit. In the third agreement of this series which covered the period from November 15, 1942, to November 15, 1943, the name of the union appears as "United Timber & Lumber Yard Workers, Local Industrial Union 1061, C. I. O.," herein called the L. I. U. 1061, and the agreement recited that this is the same organization as the former L. I. U. This agreement was renewed in November 1943 and will run to November 15, 1944, with provision for automatic renewal from year to year thereafter in the absence of written notice of termination served by either party upon the other not less than 30 days prior to any anniversary date.

As of December 1, 1943, the Woodworkers (petitioner herein) became the lawful successor to L. I. U. 1061. To accomplish the succession a membership meeting was held on December 6, 1943, at which the 175 members present voted unanimously to dissolve L. I. U. 1061 and affiliate with the Woodworkers. The officers of L. I. U. 1061 thereafter became the officers of the Woodworkers, and the charter, seal, and books of L. I. U. 1061 were exchanged for a charter, seal, and bookkeeping supplies furnished by the International Woodworkers of America to its constituent locals. Finally the successorship was approved by the national office of the C. I. O., upon the recommendation of Ernest B. Pugh, C. I. O. Regional Director for the State of Virginia. Camp recognized the validity of the succession and thereafter dealt with the Woodworkers as the successor to the exclusive bargaining rights of L. I. U. 1061 under the current agreement. Checks covering the dues checked off pursuant to individual authorizations were now drawn by Camp in favor of the Woodworkers, in place of its predecessor, L. I. U. 1061.

Sometime after February 1, 1944, a dispute arose as to whether or not a certain group of workers, namely the woodyard employees, were part of the contract unit. The parties were unable to reach an agreement on this issue and, on May 9, 1944, the Woodworkers filed the petition in the instant proceeding.

At the hearing, Camp stipulated that the Woodworkers represented a majority of its employees and that the Woodworkers is the lawful successor to the bargaining rights of L. I. U. 1061 under the current

agreement.² Thus the only matter in dispute is whether or not the woodyard employees are properly a part of the contract unit. This issue is determined in Section IV, *infra*.

IV. THE APPROPRIATE UNIT IN CASE NO. 5-R-1580

The Woodworkers and Camp are in general agreement that the appropriate unit should consist of all production and maintenance employees at Camp's Franklin, Virginia, plant, excluding watchmen and clerical and supervisory employees. As previously indicated, they are in disagreement on the single question of whether or not the so-called woodyard employees are properly a part of that unit. To resolve this issue, it is necessary to describe the operations of, and relationship between, the Companies, and the history of collective bargaining.

Camp is engaged in the manufacture of rough and dressed lumber; Chesapeake produces wood pulp and paper. The two companies operate contiguous and, in some instances, common, facilities at Franklin, Virginia. Camp owns approximately 75 percent of the stock of Chesapeake, and J. L. Camp, Jr., is president of both companies. The operating head of Camp is J. L. Camp, Jr.; Hugh Camp, brother of J. L. Camp, Jr., is the operating head of Chesapeake. As president of Chesapeake, J. L. Camp, Jr., is kept informed by Hugh Camp of negotiations carried on with the Workers' Council, and, from time to time, matters concerning labor relations at Chesapeake have been submitted to him for approval.³

Pursuant to a series of written contracts dating since May 1940, Chesapeake has bargained with the Workers' Council as the exclusive

² Camp stipulated that of the approximate 258 employees covered by the current contract (excluding the 85 woodyard employees), it is checking off dues of 205 employees, pursuant to authorization, and that "the Company raises no question about the successorship right of the I. W. A. (Woodworkers) to the bargaining rights immediately enjoyed by [L I U 1061], which is presently the party to the agreement"

³The following chart demonstrates further the close legal relationship between the companies.

	<i>Chesapeake</i>	<i>Camp</i>
President.....	J L Camp, Jr	J L Camp, Jr.
Vice-President.....	Hugh Camp	W. M. Camp
Vice-President.....	Mr Olson	D A Williams
Sec'y Treasurer.....	John Camp	{ B T Fitzgerald D J Ray

Board of Directors

<i>Chesapeake</i>	<i>Camp</i>
J L Camp, Jr	J L Camp, Jr.
W M Camp	W M Camp
J M Camp	J M. Camp
T R Camp	T R Camp
Hugh D Camp	Hugh D Camp
D J Ray	D. J Ray
Mr Olson	J A Williams
Clyde Golden	
Walter Tobertson	
Aubrey Eggleston	

representative of its hourly paid employees. The current agreement was executed on December 6, 1943, and will remain in effect until December 6, 1944. Included among the hourly paid employees in the Chesapeake contract unit were approximately 85 employees who worked in the woodyard—an area where the raw lumber is received for the purpose of being graded and sorted into (1) lumber to be finished by Camp and (2) lumber to be made into paper by Chesapeake.

Until February 1, 1944, the woodyard was controlled and operated by Chesapeake and the employees therein were on the payroll of Chesapeake. After February 1, 1944, in pursuance of a written agreement entered into between the two companies, the woodyard facilities came under the “management, supervision and operation” of Camp. The stated purpose of the transfer was to effect certain management efficiency and economy. The rates of pay, the nature of work, and the immediate supervision of woodyard employees were unaffected by the transfer, although they were now employees of Camp.

Following the transfer, the Workers' Council, whose constitutional jurisdiction is limited to employees of Chesapeake, returned 1944 dues to its members among the woodyard employees and ceased representing them.⁴

Thereafter, the disagreement arose between the Woodworkers and Camp. Camp took the position that, since the woodyard workers were now its employees, they should be regarded as part of the unit covered by its contract with the Woodworkers and should be bargained for by the Woodworkers. The Woodworkers denies that woodyard employees are properly within the contract unit and refuses to represent them; it further alleges that they are within the jurisdiction of its coaffiliate, the Paper Workers.

We are of the opinion that the woodyard employees are not an appropriate part of the bargaining unit as established in the current contract between Camp and the Woodworkers. For the past 4 years, the woodyard employees have been bargained for by the Workers' Council as part of a unit comprising all hourly paid employees at Chesapeake, and there is nothing in the record to suggest that this unit was inappropriate for the purposes of collective bargaining. On the contrary, the bargaining on the basis of this unit appears to have been successful, and the practice within the paper industry and Board decisions support the inclusion of woodyard employees in such a unit.⁵ The transfer of the woodyard facilities to Camp was, for the purposes of the appropriate bargaining unit, irrelevant, since it did not affect

⁴ However, the Workers' Council stated at the hearing that it is willing to negotiate for them and amend its bylaws accordingly, in the event that the Board should include the woodyard employees in the Chesapeake unit.

⁵ See *Matter of Mosine Paper Mills Co.*, 1 N. L. R. B. 393; *Matter of Dunn Sulphite Paper Co.*, 42 N. L. R. B. 104; *Matter of Filer Fiber Co.*, 44 N. L. R. B. 1075.

the woodyard operation in any functional manner and since the Companies are closely related through common ownership.⁶ Under all the circumstances we conclude that the woodyard employees are not an appropriate part of the bargaining unit as established in the current agreement between Camp and Woodworkers.

Since, as heretofore stated, Camp agrees that the Woodworkers represents a majority of its employees and is the lawful successor to the bargaining rights of L. I. U. 1061 under the current agreement, there remains no further question concerning representation and we shall therefore dismiss the petition.

ORDER

Upon the basis of the above findings of fact and upon the entire record in the case, the National Labor Relations Board hereby orders that the petitions for investigation and certification of representatives of employees of Camp Manufacturing Company and Chesapeake-Camp Corporation, Franklin, Virginia, filed by Paper Workers Organizing Committee, affiliated with the C. I. O., and by International Woodworkers of America, Local 391, C. I. O., be, and they hereby are, dismissed, without prejudice.

CHAIRMAN MILLIS took no part in the consideration of the above Decision and Order.

⁶The Companies admitted that, notwithstanding the transfer, they could, as before, deal with the Workers' Council (or the Paperworkers) for and on behalf of the woodyard employees as part of the Chesapeake unit.