

Accordingly, we find that all operating engineers at the Employer's Dallas, Texas, plant, excluding office and clerical employees, all other employees, the working foreman, and all other supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

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

SOUTH PORTO RICO SUGAR CO., D/B/A CENTRAL GUANICA *and* SINDICATO DE TRABAJADORES DE LA INDUSTRIA AZUCARERA DE GUANICA, CGT-OOI, PETITIONER *and* SINDICATO DE TRABAJADORES DE LA INDUSTRIA AZUCARERA DE PUERTO RICO, AFFILIATED TO UPWA-CIO *and* AMALGAMATED TRADE UNIONS COUNCIL, ILA-AFL *and* CONFEDERACION GENERAL DE TRABAJADORES DE PUERTO RICO, PRESIDED BY THOMAS MENDEZ MEJIAS, ALSO KNOWN AS ORGANIZACION OBRERA INSULAR. *Case No. 24-RC-371. September 30, 1952*

Decision and Direction of Election

Upon a petition duly filed, a hearing was held before Robert J. Cannella, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.¹

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

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 named below claim to represent certain employees of the Employer.
3. The Petitioner, the presently recognized bargaining representative of employees of the Employer, seeks to be certified as their representative for the year 1953. The Employer and the Confederacion contend that the current contract between the Employer and the Petitioner constitutes a bar to this proceeding. The other labor organizations involved herein do not assert that the contract is a bar.

¹ The hearing officer permitted Confederacion General de Trabajadores de Puerto Rico, presided by Thomas Mendez Mejias, also known as Organizacion Obrera Insular, hereinafter called the Confederacion, with which the petitioning local union is affiliated, to intervene in this proceeding. Amalgamated Trade Unions Council, ILA-AFL, excepted. We overrule the exception. A representative of the Confederacion, among others, signed the current contract between the Petitioner and the Employer, on which the Confederacion's intervention was predicated. We find such signature sufficient to show the Confederacion's interest in this proceeding. *Electric Products Company*, 89 NLRB 218.

On February 16, 1951, the Regional Director, following a consent election in Case No. 24-RC-107, certified the Petitioner as the exclusive bargaining representative of production and maintenance employees at the Employer's Ensenada, Puerto Rico, plants. Thereafter, the Employer and the Petitioner entered into collective-bargaining contracts covering these employees. The last such contract is effective from January 1 to December 31, 1952, and from year to year thereafter in the absence of notice to "amend" given by either party within 30 days before any expiration date.

As noted more fully below, the Employer's production operations are seasonal and have ceased for this year. It is therefore apparent that, for seasonal employees who comprise the bulk of those in the unit, the contract relied upon by the Employer and the Confederacion has ceased to be effective in practice. It is equally clear that the petition raises a question concerning the representation of employees for the next season. Under these circumstances, the current contract between the Employer and the Petitioner does not constitute a bar to this proceeding.²

A question affecting commerce exists concerning the representation of certain employees of the Employer, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.³

4. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act: All production and maintenance employees at the Employer's sugar plants at Ensenada, Puerto Rico, including factory and refinery employees, sugar boiler helpers, electrical and mechanical shop employees, plant clericals, warehouse employees, the foundry shop foreman for breaking iron, the filter press "capataces," the crystallizer foreman, the assistant head fireman, mill, the bagasse carrier foreman, the sugar bag "capataz," the assistant to the cane derrick foreman, the lime kiln foreman, and mill attendants, and all railroad and maintenance-of-way employees at the Employer's installations in and around Ensenada and at Fortuna and Joyuda Spur, Puerto Rico, but excluding office clerical employees, executive, administrative, and professional employees, professional sugar boiler operators, assistant professional sugar boiler operators, timekeepers, employees of the Employer's club, dormitories, and hospital, office janitors, administrative officers, watchmen, guards, and supervisors as defined in the Act.

² *F E Booth & Company et al.*, 10 NLRB 1491.

³ While the Petitioner is seeking recertification, two of the Interveners have submitted sufficient card showings of interest to entitle each to the status of a petitioner in its own right. See *United States Time Corporation*, 79 NLRB 1135, 1136; *Boeing Airplane Co.*, 86 NLRB 368.

5. The Employer is engaged at its Ensenada plants in the processing of sugar. Its production or grinding season usually starts in January of each year with approximately 900 employees, reaches its employment peak during March, April, and May with approximately 1,000 employees, and ends in June. Thereafter, during "the dead season," approximately 400 employees are engaged mainly in maintenance duties. Approximately 15 percent of the Employer's employees leave the Ensenada area. They may go to the United States. They may not return until the next December or January. Because the bulk of the Employer's production employees will be employed in January 1953, we shall direct that the election be held in that month, on a date to be determined by the Regional Director, among employees in the appropriate unit who will be employed during the payroll period immediately preceding the date of issuance of the notice of election.

Approximately 100 to 150 "occasional" workers constitute a pool from which the Employer draws year after year to replace regular employees absent from work because of illness or other emergencies. They receive the same wage rates and work under the same conditions as regular employees. During the production season, some work virtually "all the time," others work scarcely at all. As their employment is casual and sporadic and the number of hours they work in any period is irregular, we find that they do not have sufficient interest to entitle them to vote in the election.⁴

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

⁴ *Charlotte Barth Howell and Van Schaack & Company*, 95 NLRB 1028.

GENERAL DYESTUFF CORPORATION and UNITED GAS, COKE AND CHEMICAL WORKERS OF AMERICA, CIO, PETITIONER. *Case No. 2-RC-4659*.
September 30, 1952

Decision and Direction of Elections

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before John J. Fitzsimmons, 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 [Chairman Herzog and Members Murdock and Peterson].