As it has been found that Respondent, in violation of the Act, caused Ralph L. Smith Lumber Company to discharge Charles R. Hatfield, the Trial Examiner shall recommend that Respondent make him whole for any loss of pay he may have suffered because of the discrimination against him by payment to him of a sum of money equal to the amount he would normally have earned as wages, less his net earnings during the period he was not working full time for Ralph L. Smith Lumber Company from May 17 to July 14, 1955.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, the Trial Examiner makes the following:

CONCLUSIONS OF LAW

1. International Workers of America, Local Union No. 13–433, affiliated with Congress of Industrial Organizations, is a labor organization within the meaning of Section 2 (5) of the Act.
2. Ralph L. Smith Lumber Company, Anderson, California, is an employer within the meaning of Section 2 (2) of the Act and is engaged in commerce within the meaning of Section 2 (6) of the Act.
3. By restraining and coercing employees of the Company in the exercise of the rights guaranteed in Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.
4. By causing and attempting to cause the Company, an employer, to discriminate against its employees, in violation of Section 8 (a) (3) of the Act, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (b) (2) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

[Recommendations omitted from publication.]

Hudson Pulp and Paper Corporation, Tissue Division *and* International Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL–CIO, Pulp and Tissue Local No. 852, Petitioner. *Case No. 12–RC–21 (formerly 10–RC–3666). February 21, 1957*

DECISION AND ORDER

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Allen Sinsheimer, Jr., 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 Act.

2. The labor organizations involved claim to represent employees of the Employer.[1]

3. No 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, for the following reasons:

[1] International Brotherhood of Paper Makers, AFL–CIO, herein called the Intervenor, intervened on the basis of its contract with the Employer. International Association of Machinists, AFL–CIO, herein called IAM, and International Brotherhood of Electrical Workers, AFL-CIO, herein called IBEW, intervened on the basis of their contracts with the Employer, but only for the purpose of protecting their contractual interests.

The Petitioner seeks a unit of production employees in two new departments at an existing pulp and paper mill of the Employer at Palatka, Florida. The Intervenor contends that such a unit is inappropriate.

The Employer commenced operations at its Palatka plant in 1947 with 5 departments, each of which was under a superintendent but all 5 of which were under a general superintendent. In 1948 a collective-bargaining agreement covering all production and maintenance employees was negotiated with the Petitioner, the Intervenor, IAM, and IBEW, acting as a joint bargaining representative. In 1951 the Board certified IAM as the bargaining representative for six craft maintenance groups, and certified the Petitioner, the Intervenor, and IBEW as the joint bargaining representative of all other production and maintenance employees. In 1953 the Board certified IBEW as the bargaining representative of a craft unit of electricians. Since 1953 the Petitioner and the Intervenor have jointly represented all production and maintenance employees, except for the separate craft units represented by IAM and IBEW. During this period the Employer gradually added 3 new departments to the original 5 departments, and as these departments were added each was blanketed under the coverage of the existing collective-bargaining agreement. The two new departments which the Petitioner seeks as a separate unit have not been technically covered by the current contract of the Petitioner and the Intervenor, but the provisions thereof have been applied to these two departments as a "company labor policy." It thus appears that the parties commenced bargaining on a plantwide basis, continued bargaining on such a basis when 3 new departments were previously added to the original operation, and contemplate continuing such bargaining to include the 2 new departments recently added.

The 2 new departments are in a separate building, but this building is only 20 feet away from the other operations, and the employees in the new departments use the same entrance to the plant grounds and the same time clock as other employees. The 8 old departments manufacture pulp and paper and then convert the paper into gum tape and different types of paper bags, while the 2 new departments dry pulp and manufacture various tissue paper products, but the basic products are the same, *viz*, paper products. If the new operation shut down, it would have no effect on the old operation. However, the pulp mill of the old operation supplies the pulp for all operations, and all operations are serviced by the same powerplant, laboratory, and maintenance department. In addition, like the other 8 departments, the 2 new departments have their own departmental superintendents but these superintendents are under the supervision of the general superin-

tendent, the resident manager, and a vice president of the Employer. There are also management meetings of all departments once or twice weekly. There are single payroll, accounting, purchasing, and time-keeping departments for all operations, 1 director of industrial relations, and 1 personnel department which does all the hiring. To the extent that the two new departments have been staffed, almost one-half of the personnel are transferees from the older departments. Moreover, as with the old departments, the skills in the more highly skilled jobs in the two new departments are not similar to or interchangeable with those in other departments, but the skills in the lower rated jobs are similar and interchangeable. Finally, as already indicated, it would appear that the application of the provisions of the current contract to the 2 new departments has created uniformity of wages and working conditions between these departments and the 8 old departments.

On the basis of the foregoing, and the entire record, we find that the new operations are but an extension of the existing production and maintenance operations, and constitute an accretion to the existing unit. Therefore, the two new departments do not constitute a separate appropriate unit.[2] Accordingly, we shall dismiss the petition.

[The Board dismissed the petition.]

[2] *The Midwest Conveyor Company, Inc.*, 116 NLRB 580, *J. W. Rex Company*, 115 NLRB 775, 776–777; *Borg-Warner Corporation*, 113 NLRB 152

Kolcast Industries, Inc. *and* **International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, AFL–CIO, Petitioner.** *Case No. 8–RC–2808. February 21, 1957*

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 Nora Friel, 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 Act.

2. The labor organization involved claims to represent certain employees of the Employer.

3. The Employer, relying upon Section 9 (c) of the Act, contends that the Board should dismiss the petition herein which was filed less than 12 months after the Board, on December 21, 1955, certified the