Virginia-Carolina Chemical Corporation *and* Southern Conference of Teamsters, Petitioner *and* International Chemical Workers Union, AFL–CIO, Local 36.[1] *Case No. 12–RC–866. August 5, 1960*

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 Robert G. Romano, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to Section 3(b) of the National Labor Relations Act, the Board has delegated its powers herein to a three-member panel [Members Rodgers, Jenkins, and Fanning].

Upon the entire record, the Board finds:[2]

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

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

3. A question affecting commerce exists concerning the representation of certain employees of the Employer with the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

4. The Petitioner seeks an overall unit of employees of Virginia-Carolina Chemical Corporation.[3] The Employer contends that separate units for the mining division and the concentrated superphosphate plant, hereinafter referred to as CSP, are appropriate.[4]

The Employer's mining division consists of mining installations at Homeland and Clear Springs, Florida, and storage facilities for the phosphate rock taken from the mines, a phosphorous furnace, a fertilizer plant, a machine shop, an electric shop, a carpenter shop, a paint shop, and office facilities at Nichols, Florida. Nichols is approximately 20 miles from the mines. The mining division provides the CSP operations with the necessary phosphate rock, but it sells approximately 90 percent of its production to outside customers.

The CSP operation is located at Nichols and began to operate as part of the Employer's mining division in 1954. It is engaged in the manufacture of concentrated superphosphate in pulverized and granu-

[1] The hearing officer properly granted the Union's motion to intervene on the basis of its long contractual relationship with the Employer.

[2] The Employer's request for oral argument is denied as the record in this case and the briefs of the parties adequately present the issues for decision

[3] The Employer moved to dismiss the petition on the ground that the unit described in the petition is inappropriate for bargaining purposes. In view of our decision herein, its motion is denied.

[4] Though insisting that an overall unit alone is appropriate, both the Intervenor and the Petitioner indicated willingness to participate in elections on a two-unit basis if the Board so orders.

lar forms. It occupies approximately 150 to 175 acres and is set off from the mining division operations at Nichols by a fence. When it began operation, it utilized the same pool of maintenance employees that serviced the Employer's mining and related operations. In September 1958, CSP established its own electrical maintenance department. Until late in 1959, CSP plant was under the supervision of a plant superintendent who was responsible to the local manager of the mining division. In late 1959, the plant superintendent was raised to the status of manager with authority equal to that of the local manager of the mining division. At about the same time, CSP established its own personnel, purchasing, and payroll departments. These administrative changes were part of a current expansion program deisgned to approximately double CSP productive capacity, which is to be completed late in 1960. When completed, CSP's payroll will increase from approximately 150 production employees to approximately 250. The plant will continue to operate with the existing job classifications. Except for 20 "operator" classifications, the employees in the CSP operations utilize skills similar to those of employees in the mining division.

The Intervenor has been the recognized bargaining representative of the Employer's Polk County, Florida, operations since 1946. When the Employer's CSP operations were established in 1954, they were covered by subsequent contracts negotiated with the Intervenor, as part of the Employer's mining division operations. The contracts provided the same wage benefits to all employees, and seniority was figured on the basis of service in either or both operations. The Intervenor's latest contract expired on May 15, 1959. The parties failed to reach agreement on a new contract principally because of the Employer's insistence on negotiating on the basis of two units rather than on one overall unit. The Employer has at no time withdrawn recognition from the Intervenor and continues to deal with it as the representative of its employees.

The Employer contends that the administrative separation which has taken place justifies its request for separate units conforming to such administrative lines. We do not agree that such changes have significantly altered the community of interest of employees in the two divisions so as to warrant upsetting collective-bargaining practices on an overall unit basis. The separation that has been achieved has not resulted in complete administrative cleavage. Thus both the CSP operations and the mining division are under the ultimate supervision of one individual in the Employer's central office at Richmond, Virginia. CSP is required to obtain all of its phosphate rock from the mining division. It is not authorized to purchase supplies elsewhere, even in the event the mining division cannot supply it with rock. In such circumstances, the local manager of the mining division

is required to receive authorization from Richmond before he can purchase such rock from outside sources. Though the local managers of CSP and the mining division have autonomy in execution of labor relations policies, overall policy, including specifically negotiating policies, is formulated in Richmond. And though the Employer has discontinued the practice of "rolling," whereby employees in one operation could bump employees with less seniority in another operation in times of layoff, it continues to post job vacancies and to permit bidding in on jobs by employees in either operation. This is true even with respect to the "operator" classifications of CSP which the Employer contends require completely different skills than are required of jobs in the mining division. Such positions are filled either through the bidding in process or by new employees. The Employer has no special requirements for filling such positions, and its witnesses testified that it takes approximately 6 months to train an employee without experience for such position. The percentage of such positions is in any event small, and the great majority of positions in either division require skills which exist among employees of the other division. Moreover, vacation and insurance benefits continue to be computed on the basis of seniority in either or both divisions.

In the light of the foregoing, we conclude that the administrative changes made in the Employer's operations have not so changed working relationships or functions of employees so as to preclude finding the unit requested by the competing labor organizations to be appropriate.

Accordingly, we find that a unit of the following employees is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All production and maintenance employees of the Employer at its concentrated superphosphate plant and mining division in Nichols, Homeland, and Clear Springs, Florida, excluding office clerical employees, professional and administrative employees, chemists, engineers, department heads, guards, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

Rickel Bros., Inc. *and* Retail Clerks Union, Local 34, Retail Clerks' International Association, AFL–CIO. *Case No. 22–CA–485. August 5, 1960*

DECISION AND ORDER

On April 4, 1960, Trial Examiner Paul Bisgyer issued his Intermediate Report in the above-entitled proceeding, finding that the