

In the Matter of SHAW LUMBER COMPANY and INTERNATIONAL WOOD-
WORKERS OF AMERICA, LOCAL UNION 6-12, C. I. O.

Case No. 20-R-920.—Decided November 17, 1943

Messrs. R. B. Maxwell, J. R. Shaw, and C. L. Irving, of Klamath Falls, Oreg., for the Company.

Messrs. Edwin Reininger, Arthur A. Oyler, and C. R. Cooper, of Klamath Falls, Oreg., for the I. W. A.

Mr. W. Yeoman, of Klamath Falls, Oreg., for Local 2724.

Mr. Louis Cokin, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

Upon petition duly filed by International Woodworkers of America, Local Union 6-12, C. I. O., herein called the I. W. A., alleging that a question affecting commerce had arisen concerning the representation of employees of Shaw Lumber Company, Tionesta, California, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Sidney Rubin, Trial Examiner. Said hearing was held at Klamath Falls, Oregon, on October 22, 1943. At the commencement of the hearing the Trial Examiner granted a motion of Lumber and Sawmill Workers Union, Local 2724, A. F. of L., herein called Local 2724, to intervene. The Company, the I. W. A., and Local 2724 appeared, participated, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded opportunity to file briefs with the Board.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Shaw Lumber Company is an Oregon corporation with its principal place of business at Tionesta, California, where it is engaged in logging operations and the manufacture of lumber and lumber products.

During 1942 the Company sold lumber and lumber products valued at about \$2,000,000, approximately 90 percent of which was shipped to points outside the State of California. The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

International Woodworkers of America, Local Union 6-12, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

Lumber and Sawmill Workers Union, Local 2724, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

During the early part of September 1943 the I. W. A. requested the Company to recognize it as the exclusive collective bargaining representative of the woods and cook house employees. The Company refused this request.

Statements of a Field Examiner of the Board and the Trial Examiner, introduced into evidence at the hearing, indicate that the I. W. A. represents a substantial number of employees in the production and maintenance and the cook house units hereinafter found to be appropriate.¹

We find that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNITS

The I. W. A. urges that all production and maintenance employees in the Company's logging operations and cook house employees, excluding the logging superintendent, foremen, the bull buck, contract truck drivers, and clerical employees, constitute an appropriate unit. The only controversy with respect to the unit concerns cook house employees.

The I. W. A. would include the cook house employees in the logging unit, while the Company and Local 2724 contend that the cook house

¹ The Field Examiner reported that the I. W. A. presented 54 membership application cards bearing apparently genuine signatures of persons whose names appear on the Company's pay roll of September 30, 1943. He further reported that Local 2724 presented 14 membership application cards bearing apparently genuine signatures of persons whose names appear on that pay roll. There are approximately 115 employees in the production and maintenance unit. The Trial Examiner reported that the I. W. A. presented 6 membership application cards bearing apparently genuine signatures of persons whose names appear on the Company's cook house pay roll of September 30, 1943. Local 2724 did not present any evidence of representation among the cook house employees. There are approximately 7 employees in the cook house unit

employees should be included in the same unit with the sawmill employees.² The cook house is contiguous to the sawmill and serves both woods and mill employees. The cook house employees are not covered by the present sawmill agreement. Inasmuch as the cook house serves both woods and mill employees, we find that it should not be included with either the woods or mill units but that it constitutes a separate appropriate bargaining unit.

The I. W. A. and Local 2724 would include the cook in the cook house unit while the Company would exclude him. It appears that the cook has the authority to hire and discharge. We find that the cook is a supervisory employee, and as such, we shall exclude him from the cook house unit.

We find that all cook house employees of the Company, excluding the cook and any other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, constitute a unit appropriate for the purpose of collective bargaining, within the meaning of Section 9 (b) of the Act.

We find that all production and maintenance employees in the Company's logging operations, excluding the contract truck drivers, clerical employees, cook house employees, the logging superintendent, foremen, the bull buck, and any other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

V. THE DETERMINATION OF REPRESENTATIVES

We find that the question concerning representation which has arisen can best be resolved by means of elections by secret ballot.

Local 2724 and the Company urge that no election be held before December 10, 1943, on the ground that the Company at that time will reduce the number of its logging employees. The reduction, in personnel is largely dependent upon weather conditions and there is no way of indicating which employees, if any, will be laid off at that time. Under the circumstances, we find that elections in the immediate future are appropriate.

We shall direct that the employees eligible to vote shall be those within the appropriate units who were employed during the pay-roll period immediately preceding the date of the Direction of Elections herein, subject to the limitations and additions set forth in the Direction.

² The sawmill employees are presently covered by a contract between the company and Local 2724.

As stated above, Local 2724 did not make any showing of representation among the cook house employees. Accordingly, we shall deny it a place on the ballot to be conducted among such employees.

DIRECTION OF ELECTIONS

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 2, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Shaw Lumber Company, Tionesta, California, elections by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Twentieth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among:

1. The employees in the production and maintenance unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding any who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether they desire to be represented by International Woodworkers of America, Local Union 6-12, affiliated with the Congress of Industrial Organizations, or by Lumber and Sawmill Workers Union, Local 2724, affiliated with the American Federation of Labor, for the purposes of collective bargaining, or by neither.

2. The employees in the cook house unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding any who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether or not they desire to be represented by International Woodworkers of America, Local Union 6-12, affiliated with the Congress of Industrial Organizations, for the purposes of collective bargaining.