

In the Matter of CASPAR LUMBER COMPANY *and* LUMBER & SAWMILL
WORKERS, LOCAL 2782, A. F. OF L.

Case No. 20-R-1032.—Decided March 29, 1944

Doyle & Clecak, by *Mr. W. P. Clecak*, of San Francisco, Calif., for
the Company.

Mr. H. H. Williams, of Sacramento, Calif., and *Mr. M. C. Williams*,
of Caspar, Calif., for the Union.

Mr. Louis Cokin, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by Lumber & Sawmill Workers, Local 2782, A. F. of L., herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Caspar Lumber Company, Caspar, California, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Louis S. Penfield, Trial Examiner. Said hearing was held at San Francisco, California, on March 6, 1944. The Company and the Union 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

Caspar Lumber Company is engaged in the operation of a logging camp and a sawmill at Caspar, California. During 1943 the Company produced 22 million board feet of lumber, all of which was shipped to Redwood Manufacturing Company, a subsidiary, at Pittsburg, Cali-

ifornia. During 1943 Redwood Manufacturing Company purchased 25 million board feet of lumber, including the 22 million board feet from the Company. During the same period Redwood Manufacturing Company shipped 3,500,000 board feet of products to points outside the State of California.

We find that the Company is engaged in commerce within the meaning the National Labor Relations Act.

II. THE ORGANIZATION INVOLVED

Lumber & Sawmill Workers, Local 2782, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The Company refuses to recognize the Union as the exclusive collective bargaining representative of certain of its employees until such time as the Union is certified by the Board.

A statement of a Field Examiner of the Board, introduced into evidence at the hearing, indicates that the Union represents a substantial number of employees in the unit 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 UNIT

The Union contends that all production, construction, and maintenance employees at the Company's logging operations in and around Caspar Woods Camp No. 20 comprise an appropriate bargaining unit. The Company contends that the unit should include not only employees claimed by the Union in the instant proceeding but also employees at the Company's sawmill located approximately 20 miles from the camp. The Company's logging operations and camp known as Camp No. 20 are located approximately 20 miles from Caspar, California. The Company is engaged in the logging of redwood and Douglas fir trees at Camp No. 20 which are thereafter hauled by trucks, tractors, or lines to a landing where they are loaded on railroad cars. The railroad cars are hauled over railroads owned by the Company to the Company's mill at Caspar where the logs are manufactured into lumber. The Company employs a superintendent at Caspar who has general supervision over both the woods and mill operations. However, a separate

¹ The Field Examiner reported that the Union presented 62 membership application cards. There are approximately 85 employees in the appropriate unit.

superintendent with an office at Camp No. 20 has direct charge of the logging operations. The pay roll and books of both woods and mill operations are kept at the mill office. The Company maintains bunk houses and houses for its employees at Camp No. 20 and virtually all of the woods employees live at the camp while all the mill employees live at or near Caspar. The record indicates that there is no interchange of employees between the woods and the mill, and the nature of the work performed by the employees of the logging operations differs substantially from that performed by the mill employees. The woods employees are hired directly at Camp No. 20 while the hiring of mill employees is done directly at the mill. The Union confines its membership to woods employees and holds its meetings at Camp No. 20. It appears that neither the Union nor any other labor organization has made any attempt to organize the employees at the mill. We have frequently held that employees of the logging operations of a company engaged in felling and logging timber may properly constitute a bargaining unit separate and distinct from the mill employees where, as here, the two groups of employees are engaged in different types of work and the mill and logging camps are geographically separated by several miles.² Accordingly, we conclude that the employees of the Company who are employed at the logging operations in and around Caspar Woods Camp No. 20 may comprise an appropriate bargaining unit.

There remains for consideration the composition of the appropriate unit. As previously noted the Union seeks a unit comprised of all production, construction, and maintenance employees of the Company at its logging operations in and around Caspar Woods Camp No. 20, including hook tenders but excluding office, clerical, supervisory, and railroad employees. The Company would exclude from the unit in addition to the exclusions listed above, hook tenders, the head rigger, master mechanic, and scalers and chopping bosses. We shall discuss below each of the categories in dispute.

The Company employs 3 persons classified by it as hook tenders. They supervise the hauling of logs from the place where they are felled to the loading dock. This includes the supervision of about 40 employees. It appears that the hook tenders have authority to hire and discharge and have been so advised by the Company and that they spend a substantial portion of their time performing supervisory functions. We find that the hook tenders are supervisory employees, and as such, we shall exclude them from the unit.

The Company employs one person classified as head rigger who is in charge of the loading dock. He supervises eight or nine employees

² *Matter of California Door Co.*, 52 N. L. R. B. 68; *Matter of C. D. Johnson Lumber Corp., et al.*, 37 N. L. R. B. 251.

and has the authority to hire and discharge. Under the circumstances, we shall exclude him from the unit.

The Company has one employee classified as senior scaler and chopping boss and another as a junior scaler. They both record the footage of lumber cut for the purpose of determining the production records and basis of pay for the fallers and buckers. The Company has vested the senior scaler and chopping boss with the authority to hire and discharge. However, the junior scaler does not have such authority. We shall, therefore, exclude the senior scaler and chopping boss from the unit but shall include the junior scaler.

The Company employs a master mechanic who is in charge of the machine shop which services trucks and other machinery. He directs the work of three other mechanics and works manually 100 percent of his time. It appears that the head mechanic has no substantial supervisory duties but is merely a journeyman who at times directs and is assisted by others according to custom long prevailing in the craft. Accordingly, we shall include the master mechanic in the unit.

We find that all production, construction, and maintenance employees of the Company at its logging operations in and around Caspar Woods Camp No. 20, including the junior scaler and master mechanic, but excluding railroad, office, and clerical employees, the senior scaler and chopping boss, the head rigger, hook tenders, 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 shall direct that the question concerning representation which has arisen be resolved by means of an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

DIRECTION OF ELECTION

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 3, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Caspar Lumber Company, Caspar, California, an election 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 the employees in the 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 Lumber & Sawmill Workers, Local 2782, A. F. of L., for the purposes of collective bargaining.