

IN THE MATTER OF SIUSLAW FOREST PRODUCTS COMPANY, INC. and WIL-
LAMETTE VALLEY DISTRICT COUNCIL, LUMBER AND SAWMILL WORKERS
UNION, A. F. OF L.

Case No. 19-R-1201.—Decided April 8, 1944

Mr. W. H. Gonyea, of Mapleton, Oreg., for the Company.

Messrs. Eldon Kraal and *C. P. Richards*, of Eugene, Oreg., for the
Sawmill Workers.

Mr. A. F. Hartung, of Portland, Oreg., for the Woodworkers.

Mr. Wallace E. Royster, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by Willamette Valley District Council, Lumber and Sawmill Workers Union, A. F. of L., herein called the Sawmill Workers, alleging that a question affecting commerce had arisen concerning the representation of employees of Siuslaw Forest Products Company, Inc., Mapleton, Oregon, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before John E. Hedrick, Trial Examiner. Said hearing was held at Mapleton, Oregon, on December 9, 1943. The Company, the Sawmill Workers, and International Woodworkers of America, CIO, herein called the Woodworkers, 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

Siuslaw Forest Products Company, Inc., is a Washington corporation with its principal office and place of business in Mapleton, Oregon, 55 N. L. R. B., No. 201.

where it is engaged in the logging of timber and the manufacture of lumber. Logging operations of the Company began in November 1941; its sawmill was placed in operation in September 1943. Approximately 90 percent of the lumber manufactured by the mill is shipped on Government allocated orders to points outside Oregon.

The Company concedes and we find that its operations affect commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Lumber and Sawmill Workers Union, chartered by United Brotherhood of Carpenters and Joiners of America, an American Federation of Labor affiliate, is a member of Williamette Valley District Council and is also a labor organization admitting to membership employees of the Company.

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

III. THE QUESTION CONCERNING REPRESENTATION

In August 1942, the Company and the Woodworkers entered into a collective bargaining contract covering employees then engaged in the logging of timber and the auxiliary operations of the Company and purporting to cover employees in the then projected sawmill operation. The initial term of the contract expired April 1, 1943, but in the absence of notice of termination given by either party 60 days before that date, the contract was automatically renewed in accordance with its terms to April 1, 1944. Both the Company and the Woodworkers urge this contract as a bar to this proceeding.

Since the extended term of the contract has now expired, and since the Sawmill Workers presented its claim long before the date specified in the contract for notice of termination or modification, we find that the contract does not constitute a bar to a present investigation of representatives of employees engaged in the sawmill operations.

A statement of the Field Examiner, introduced into evidence at the hearing, indicates that the Sawmill Workers represents a substantial number of persons in the voting group hereinafter described.¹

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

¹The Field Examiner stated that the Sawmill Workers submitted 26 designations, all bearing apparently genuine original signatures. Seventeen designations bore the names of persons whose names appear on the Company's pay roll of September 30, 1943. There are 37 employees within the voting group of sawmill workers described herein.

The Woodworkers submitted 89 dues cards showing the names of union members in good standing as of September 1943. These dues cards were not confined to employees in the voting group, but it is apparent that the Woodworkers enjoys a substantial membership among such employees and its interest is further shown by its contract.

IV. THE APPROPRIATE UNIT; THE DETERMINATION OF REPRESENTATIVES

The Company owns large tracts of first growth timber all within a radius of 10 miles of Mapleton. Logging operations were started in November 1941, and, until the sawmill was placed in operation in September 1943, logs were shipped to Washington and other points in Oregon. Logging crews are now working from 3 to 6 miles from the mill. After cutting, logs are transported by truck, over roads built and maintained by the Company, to the pond where they are cut into suitable lengths for shipment or for lumber. The 50 to 60 employees engaged in the above operations are under the supervision of the woods crew superintendent. The sawmill is, of course, engaged in sawing logs for lumber and requires the services of 45 to 50 employees. Under supervision independent of both the woods superintendent and the sawmill superintendent, the machine shop employees maintain the mechanical equipment of the Company wherever used. Since August 1942, the contract between the Woodworkers and the Company has purported to cover all production and maintenance employees in all categories. While the contract has been effective at all times as to the woods crew workers and the machine shop employees, the commencement of the sawmill operations antedated the Sawmill Workers' petition by only a few weeks and the parties have voluntarily suspended the closed-shop provisions of the contract, which otherwise might be applied to the sawmill employees, pending the disposition of the petition herein.

The Sawmill Workers has requested a unit consisting of the Company's production, construction, maintenance, and transportation employees in the sawmill operations. The Woodworkers and the Company oppose the separation of any categories of employees from the unit which the contract purports to cover. There is no tradition in the industry to which we can turn for guidance in determining this conflict, for workers in sawmill and woods crews have frequently been represented in a single bargaining unit, and, perhaps as frequently, have been represented separately. Nor has the position of the unions here involved been consistent with respect to this problem; in other cases they have advanced contentions diametrically opposed to those upon which they now rely.² The operation of the sawmill did not begin until September 1943; the same month in which the Sawmill Workers' petition was filed. Hence there is no bargaining history which would serve to indicate the propriety of either of the contentions. The Woodworkers' contract of course does not constitute bargaining history as to employees engaged in sawmill operations for

² See *Matter of California Door Company*, 52 N. L. R. B. 68.

they have not actually participated in bargaining with the Company or had a voice in choosing a bargaining representative.³

We are impressed by the evidence that the operations of the Company are highly integrated and that its properties are so situated as to render unlikely the separation by substantial distance of the employees engaged in the sawmill and woods operations. These considerations argue for the inclusion of sawmill employees in the same bargaining unit with the woods crew and others as the Company and the Woodworkers urge. We agree that such a unit is feasible. We are mindful, however, that the sawmill employees appear to constitute a clearly definable functional group with interests and problems to some extent peculiar. We believe that the sawmill employees may function effectively in a separate bargaining unit as the Sawmill Workers contends. In this situation, we shall permit the employees themselves to express their desires in an election by secret ballot which we shall conduct among the sawmill employees.

There remains for consideration the composition of the voting group of employees at the sawmill. The A. F. of L. would include:

Construction workers, pile drivers, and roustabouts who will soon complete their work. Since the work of these employees is temporary, we shall exclude them from the voting group.

Maintenance workers who maintain and repair equipment used in the sawmill and the woods and are under the supervision of the machine shop superintendent. They are not peculiarly identified with the sawmill operation and were represented under the woodworkers' contract for a year prior to the filing of the petition herein. Upon these considerations, we shall exclude maintenance employees from the voting group.

Logging truck drivers who truck logs from the woods to the pond saw. Since their function is essentially a part of the woods operation, and since in any event it appears that they are employees of an independent contractor, we shall exclude them from the voting group.

Pond saw crew workers who saw logs at the log dump and divert them to the shipping pond or mill pond. These operations are auxiliary to the woods operation and the employees involved were working under the woodworkers contract long before the beginning of the sawmill operation. We shall exclude these workers from the voting group.

Log Loaders who, as their designation implies, load logs on freight cars for shipment. Their work is not identified with the sawmill operation and we shall exclude them from the voting group.

The winch truck operator who shifts both log and lumber cars and moves equipment from the sawmill to the woods. Although it is prob-

³ See *Matter of Chase Brass & Copper Co., Inc.*, 47 N. L. R. B. 298.

able that this employee functioned prior to the operation of the mill, we shall include him in the voting group as he appears to be under the supervision of the mill superintendent.

The powerhouse employees, the yard workers, and of course the workers in the sawmill perform functions clearly a part of the sawmill operations and we shall include such workers in the voting group.

Upon the basis of the entire record, and in accordance with our conclusions above, we shall direct an election among the employees of the Company engaged in sawmill operations including power house employees, yard workers, winch truck operators, and sawmill workers, but excluding woods crew workers, construction workers, pile drivers, roustabouts, maintenance workers (machine shop), logging truck drivers, pond saw crew workers, log loaders, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action, to determine whether they desire to be represented by the Sawmill Workers, or the Woodworkers for the purposes of collective bargaining, or by neither.

Pending the result of this election, we shall make no determination of the appropriate bargaining unit. However, it does not appear that the representative status of the Woodworkers with reference to the remaining employees of the Company is in dispute and the Woodworkers does not seek to represent the sawmill employees in a separate bargaining unit. Thus, if a majority of the employees in the voting group selects the Woodworkers, we shall issue no certification but permit the inclusion of this group in the unit already so represented.⁴

Those eligible to vote in the election hereinafter directed shall be the employees of the Company described in the voting group above who were employed during the payroll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth therein.

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 Siuslaw Forest Products Company, Inc., Mapleton, Oregon, 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 Nineteenth Region, acting in this

⁴ See *Matter of Armour and Company*, 40 N. L. R. B. 1333.

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 sawmill operation in the group below 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:

All employees working in the sawmill operations of Siuslaw Forest Products Company, Inc., Mapleton, Oregon, including powerhouse employees, yard workers, winch truck operators, and sawmill workers, but excluding woods crew workers, construction workers, pile drivers, roustabouts, maintenance workers (machine shop), logging truck drivers, pond saw crew workers, log loaders, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action, to determine whether they desire to be represented by Wilamette District Council, Lumber and Sawmill Workers Union, A. F. of L., or by International Woodworkers Union, C. I. O., for the purposes of collective bargaining, or by neither.