

In the Matter of DOLESE & SHEPARD COMPANY<sup>1</sup> and AMALGAMATED LOCAL, TRANSPORT WORKERS OF AMERICA, C. I. O.

In the Matter of MATERIAL SERVICE CORPORATION and AMALGAMATED LOCAL, TRANSPORT WORKERS OF AMERICA, C. I. O.

In the Matter of CONSUMERS COMPANY and AMALGAMATED LOCAL, TRANSPORT WORKERS OF AMERICA, C. I. O.

In the Matter of CHICAGO GRAVEL COMPANY and AMALGAMATED LOCAL, TRANSPORT WORKERS OF AMERICA, C. I. O.

In the Matter of NATIONAL STONE COMPANY and AMALGAMATED LOCAL, TRANSPORT WORKERS OF AMERICA, C. I. O.

In the Matter of LINCOLN CRUSHED STONE COMPANY and AMALGAMATED LOCAL, TRANSPORT WORKERS OF AMERICA, C. I. O.

Cases Nos. 13-R-2138, 13-R-2139, 13-R-2142, 13-R-2145, 13-R-2147 and 13-R-2148, respectively.—Decided May 15, 1944.

*Kirkland, Fleming, Green, Martin & Ellis*, by *Mr. C. R. Morrow*, of Chicago, Ill., for Dolese and Consumers.

*Schradzke & Gould*, by *Mr. Benjamin Z. Gould*, of Chicago, Ill., for Material Service.

*Mr. Paul R. Conaghan*, of Chicago, Ill., for Chicago Gravel and National Stone.

*Mr. Dale G. Nicholson*, of Joliet, Ill., for Lincoln.

*Meyers & Meyers*, by *Mr. Ben Meyers*, of Chicago, Ill., and *Messrs. John Davidson and Matt Kearns*, both of Chicago, Ill., for the C. I. O.

*Mr. Samuel H. Shapiro*, of Chicago, Ill., for the Laborers.

*Mr. R. Ganschow*, of Chicago, Ill., for the Operating Engineers.

*Mr. A. C. D'Andrea*, of Chicago, Ill., for the Laborers Council and the Hod Carriers.

*Mr. Earl J. McMahon*, of Chicago, Ill., for the Building Trades Council.

*Mr. Victor A. Olander*, of Chicago, Ill., for the Federation.

*Mr. D. M. Burrows*, of Chicago, Ill., for the Machinists.

*Messrs. Henry George Burger and Kenneth M. Hindley*, both of Chicago, Ill., for the Teamsters.

*Mr. David V. Easton*, of counsel to the Board.

<sup>1</sup> The name of this Company is amended to read as written above pursuant to a stipulation made on the record.

DECISION  
DIRECTION OF ELECTIONS

AND  
ORDER

STATEMENT OF THE CASE

Upon separate amended petitions duly filed by Amalgamated Local, Transport Workers of America, C. I. O., herein called the C. I. O.,<sup>2</sup> alleging that questions affecting commerce had arisen concerning the representation of employees of Dolese & Shepard, Chicago, Illinois, herein called Dolese; Material Service Corporation, Chicago, Illinois, herein called Material Service; Consumers Company, Chicago, Illinois, herein called Consumers; National Stone Company, Joliet Illinois, herein called National Stone; Chicago Gravel Company, Joliet, Illinois, herein called Chicago Gravel; and Lincoln Crushed Stone Company, Joliet, Illinois, herein called Lincoln, the National Labor Relations Board consolidated the cases and provided for an appropriate hearing upon due notice before Robert E. Ackerburg, Trial Examiner. Said hearing was held at Chicago, Illinois, on March 20, 24, 27, 28, 30, 31, April 3, 4, and 8, 1944. The six companies; the C. I. O.; Construction and General Laborers' District Council of Chicago and Vicinity, A. F. of L., and its affiliate, Sand, Gravel & Crushed Stone Workers' Union, Local 681, herein called the Laborers' Council and the Laborers, respectively; International Hod Carriers, Building and Common Laborers Union of America, A. F. of L., herein called the Hod Carriers; Local #150, International Union of Operating Engineers, A. F. of L., herein called the Operating Engineers; Auto Mechanics Union, Local #701, International Association of Machinists, A. F. of L., herein called the Machinists; International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. L., herein called the Teamsters; Chicago Building Trades Council, A. F. of L., herein called the Building Trades Council; and Illinois State Federation of Labor, A. F. of L.; herein called the Federation, ap-

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<sup>2</sup> The original petitions were filed by Construction & Maintenance Local Industrial Union, Local 1228, CIO, herein called Local 1228. On January 24, 1944, Local 1228 requested and was granted permission to withdraw the original petitions, and immediately thereafter the C. I. O. filed the amended petitions in their stead.

On December 30, 1943, the membership of Local 1228 duly resolved to dissolve the local and to apply for affiliation with Transport Workers of America, C. I. O. The record contains evidence sufficient to support the conclusion, and we find, that Local 1228 was dissolved, that its membership and records were taken over by the C. I. O., and that the latter organization is, in fact, the successor of Local 1228. Furthermore, we find that the filing of the amended petitions by the C. I. O. subsequent to the withdrawal of the original petitions by Local 1228 was no more than an amendment of the original petitions made in order to show a change of affiliation by the petitioner and did not constitute the initiation of new proceedings.

peared, participated, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. On March 27, 1944, Chicago Gravel and National Stone filed a joint motion for severance of Cases Nos 13-R-2145 and 13-R-2147 from the other cases in this consolidated proceeding. On March 28, 1944, the Board issued an order denying the motion. During the course of the hearing, each of the companies and each of the labor organizations, other than the C. I. O., made motions to dismiss the petitions. The Trial Examiner reserved ruling upon these motions for the Board. For reasons herein stated, the motions of Dolese, Material Service, and Consumers, as well as those of the intervening labor organizations affecting employees of these three companies, are granted; the motions of Chicago Gravel, National Stone, and Lincoln, as well as those of the intervening labor organizations affecting employees of these three companies, are denied.<sup>3</sup> The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded an opportunity to file briefs with the Board.

Upon the entire record in the consolidated proceeding, the Board makes the following:

#### FINDINGS OF FACT

##### I. THE BUSINESS OF THE COMPANIES

Dolese & Shepard Company, an Illinois corporation with its plant located at McCook, Illinois, and its principal office located in Chicago, Illinois, is engaged in the business of producing, selling, and distributing crushed rock of various grades. During the year 1943, the gross income received by Dolese from the sale of all its products exceeded \$400,000, approximately 27 percent of which represents the value of products shipped to points located outside the State of Illinois.

Material Service Corporation, an Illinois corporation with its principal office located in Chicago, Illinois, is engaged in the production, sale, and distribution of crushed rock, gravel, coal, and various building materials. For this purpose, it operates, in addition to its own facilities, those of two subsidiary corporations, Thornton Quarries Corporation and Stearns Lime and Stone Company,<sup>4</sup> as well as facilities in the State of Kentucky. During the year 1943 its sales exceeded \$6,000,000 in value, approximately 20 percent of which repre-

<sup>3</sup> In addition, subsequent to the close of the hearing, Chicago Gravel filed a motion and a brief in support thereof with the Board on April 24, 1944, seeking a dismissal of Case No. 13-R-2145. On April 27, 1944, National Stone filed a similar motion and supporting brief seeking dismissal of Case No. 13-R-2147. In accordance with our rulings on the motions made by these companies at the hearing, these motions are hereby denied.

<sup>4</sup> The operations of these subsidiaries are considered herein as operations of Material Service.

sents the value of crushed rock and gravel products produced in the State of Illinois and transported to points located outside the State of Illinois.

Consumers Company, a Delaware corporation with a general office located in Chicago, Illinois, is engaged in the production, sale, and distribution of gravel, crushed rock, coal, ice, and various building materials. During the year 1943 sales of its rock and gravel products originating in the State of Illinois exceeded \$2,000,000 in value, of which more than 20 percent represents the value of products shipped from points located within the State of Illinois to points located outside that State.

Chicago Gravel Company, an Illinois corporation with offices located at Joliet, Illinois, is engaged in the production and sale of sand and crushed gravel at three locations within the State of Illinois. During the year 1943 it sold and shipped products to points located outside the State of Illinois amounting in value to more than \$100,000.

National Stone Company, an Illinois corporation with offices at Joliet, Illinois, is engaged in the production, sale, and distribution of crushed rock. During the year 1943, its total sales exceeded \$330,000 in value, of which products valued in excess of \$10,000 were shipped to points located outside the State of Illinois, products valued at approximately \$21,000 were sold to railroads which shipped them to points located outside the State of Illinois, products valued at about \$34,000 were sold to interstate carriers, products valued at approximately \$22,000 were sold to agencies of the United States Government, and products valued at about \$24,000 were sold to contractors for use on projects financed by agencies of the United States Government.

Lincoln Crushed Stone Company, an Illinois corporation with offices located at Joliet, Illinois, is engaged in the production, sale, and distribution of crushed stone. During the year 1943 it sold more than 325,000 tons of products valued in excess of \$250,000. Of these amounts, about 4.5 percent represents the value and tonnage of products shipped directly to points located outside the State of Illinois; about 3 percent represents the value and tonnage of products sold at the quarry but shipped by the buyer to points located outside the State of Illinois; approximately 8.5 percent represents the value and tonnage of products sold within the State of Illinois, but subsequently shipped to points located outside that State; approximately 28 percent represents the value and tonnage of products sold to railroads and interstate carriers for use as ballast; and about 15 percent represents the value and tonnage of products sold to the United States Government or to contractors engaged in war work.

We find that each of these companies is engaged in commerce within the meaning of the Act.

## II. THE ORGANIZATIONS INVOLVED

Amalgamated Local, Transport Workers of America, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the companies.

Sand, Gravel & Crushed Stone Workers' Union, Local 681, of the Construction and General Laborers' District Council of Chicago and Vicinity; Local #150, International Union of Operating Engineers; and Auto Mechanics Union, Local #701, International Association of Machinists, are labor organizations affiliated with the American Federation of Labor, admitting to membership employees of the companies.<sup>5</sup>

## III. THE QUESTIONS CONCERNING REPRESENTATION; THE ALLEGED QUESTIONS CONCERNING REPRESENTATION

On or about September 30, 1943, the C. I. O. requested recognition from Dolese, Material Service, and Consumers, as the collective bargaining representative of their employees. Thereafter, on or about October 30, 1943, the C. I. O. made similar requests of Chicago Gravel, National Stone, and Lincoln. Each of these companies is operating at present under collective bargaining agreements, either oral or written, with the Laborers and the Operating Engineers. In addition, Material Service is operating under a contract with the Machinists, covering certain employees in the unit sought by the C. I. O.<sup>6</sup>

Chicago Gravel had executed annual contracts with the Laborers for the years 1942 and 1943 covering certain classifications of employees at its Hammond, Plainfield, and Rockdale, Illinois, plants. In view of the notice of the C. I. O., which appears to have affected only employees of the Plainfield and Rockdale plants, Chicago Gravel executed a written agreement with the Laborers on November 29, 1943, for the year 1944, covering only employees engaged at the Hammond plant, and orally agreed with this labor organization upon terms and conditions of employment affecting the employees at the Plainfield and Rockdale plants. Chicago Gravel's current contract with the Operating Engineers, although effective as of June 1, 1943, was actually exe-

<sup>5</sup> The record discloses that the Teamsters, the Laborers' Council, the Hod Carriers, the Building Trades Council, and the Federation, labor organizations affiliated with the American Federation of Labor, despite their appearances at the hearing, have no immediate interest in the representation of employees affected by this consolidated proceeding.

<sup>6</sup> Since, as later noted, we find that no questions affecting commerce have arisen concerning the representation of employees of Dolese, Material Service, and Consumers, we shall not treat with the contracts between these companies and the Laborers and Operating Engineers, or with the contract between Material Service and the Machinists.

cuted in January 1944, subsequent to the notice given by the C. I. O. An oral agreement, or an agreement executed after notice of representation claims of a rival labor organization, does not constitute a bar to a current determination of representatives.<sup>7</sup> Nor does a contract covering a unit which the Board deems to be inappropriate preclude a present determination of representatives of employees.<sup>8</sup> Accordingly, we find that none of the contracts, either written or oral, between Chicago Gravel on the one hand, and the Laborers or the Operating Engineers on the other, constitutes a bar to this proceeding.

The most recent written agreement between National Stone and the Laborers expired at the end of 1943, and was orally extended by them. Consequently, it does not act as a bar to a current determination of representatives.<sup>9</sup> With respect to this company's bargaining relations with the Operating Engineers, the record discloses a conflict in testimony. The president of National Stone testified that his company was represented by the vice president of Consumers, who, together with other members of an employers' committee, executed a contract with the Operating Engineers; that this contract expired on May 31, 1943; and that representatives of the Operating Engineers had informed him that the contract had been renewed. This witness further testified that he did not sign the contract, but that it was signed by members of the employers' committee. The vice president of Consumers testified that he represented National Stone as well as his own company at meetings of the employers' committee with the Operating Engineers in the negotiations which resulted in the most recent contract between that labor organization and Dolese, Consumers, Material Service, and a fourth company. He further stated that this contract was executed in 1941, and that he did not sign it on behalf of National Stone. The operating Engineers did not introduce into evidence at the hearing any contract between it and National Stone. Despite the contention of National Stone that the renewal of the alleged 1943 contract bars this proceeding, insofar as it relates to its employees, we are of the opinion and find that the present relations between the Operating Engineers and that company are governed by an oral agreement at best, which does not foreclose a present determination of representatives.<sup>10</sup>

As in the case of National Stone, the most recent contract between Lincoln and the Laborers expired in 1943, has been orally extended by

<sup>7</sup> *Matter of Eicor, Inc.*, 46 N. L. R. B. 1035; *Matter of Sterling Engine Company*, 44 N. L. R. B. 191.

<sup>8</sup> Cf. *Matter of Kinnear Manufacturing Company*, 4 N. L. R. B. 773. As hereinafter indicated, we are of the opinion that employees of the Hammond plant of Chicago Gravel do not alone constitute an appropriate unit.

<sup>9</sup> *Matter of Eicor, Inc.*, *supra*.

<sup>10</sup> *Matter of Eicor, Inc.*, *supra*.

the parties, and cannot serve to bar the instant proceeding. With respect to the bargaining relations between Lincoln and the Operating Engineers, no contract is asserted by either of these parties as a bar to a determination of representatives.

A statement of the Trial Examiner, read into the record at the hearing, indicates that the C. I. O. represents a substantial number of employees in the units of employees of Chicago Gravel, National Stone, and Lincoln, alleged by it to be appropriate.<sup>11</sup>

We find that questions affecting commerce have arisen concerning the representation of employees of Chicago Gravel, National Stone, and Lincoln, with the meaning of Section 9 (b) and Section 2 (6) and (7) of the Act.

Inasmuch as the other units sought by the C. I. O. are herein found to be inappropriate, we find that no questions affecting commerce have arisen concerning the representation of employees of Dolese, Material Service, and Consumers.

#### IV. THE APPROPRIATE UNITS; THE ALLEGED APPROPRIATE UNITS

The C. I. O. seeks six separate company-wide units<sup>12</sup> comprised of all production and maintenance employees, including all quarry, crusher and dust plant workers, operating engineers, and watchmen, employed by Dolese, Material Service, Consumers, Chicago Gravel, National Stone, and Lincoln, but excluding clerical employees, drivers of truck vehicles outside of buildings,<sup>13</sup> and supervisory employees within the meaning of the Board's customary definition.<sup>14</sup> Dolese, Material Service, and Consumers contend that their employees, together with those of Elmhurst-Chicago Stone Company, not a party to this proceeding and herein called Elmhurst, properly constitute a single multiple-employer unit. Chicago Gravel contends that the em-

<sup>11</sup> The Trial Examiner's statement with respect to the designations submitted by the C. I. O. bearing apparently genuine original signatures of persons whose names appear upon the pay rolls of Chicago Gravel, National Stone, and Lincoln, may be summarized as follows:

(1) The Plainfield and Rockdale plants of Chicago Gravel employed 49 employees on November 14, 1943, and the C. I. O. submitted 32 designations;

(2) National Stone employed 28 employees on December 6, 1943, and the C. I. O. submitted 8 designations;

(3) Lincoln employed 25 employees on December 4, 1943, and the C. I. O. submitted 12 designations.

The Operating Engineers and the Laborers, *inter alia*, apparently rely upon their contracts with these companies as evidence of their interest in this proceeding.

<sup>12</sup> Although it originally sought to represent the employees of Chicago Gravel at the latter's Plainfield and Rockdale plants, the C. I. O. stated that it did not oppose an election among all the employees of that company, including those engaged at the Hammond plant.

<sup>13</sup> These employees are currently represented by the Teamsters, and are not involved in this proceeding.

<sup>14</sup> Of the six companies, Material Service and Consumers engaged employees currently represented by the Machinists; the C. I. O. does not seek to represent such employees engaged by Consumers, but does wish to represent those employed by Material Service.

ployees at each of its three plants constitute three separate appropriate units. Moreover, all six companies and the Laborers, Operating Engineers, and Machinists contend that the employees of the companies should form units identical with those represented by these three labor organizations.

The record discloses that Dolese, Material Service, Consumers, and Elmhurst conduct approximately 90 percent of the sand and gravel business in Chicago and its immediate vicinity. Representatives of each of these four companies have customarily met over a long period of time with representatives of the Laborers and the Operating Engineers for the purpose of negotiating hours, wages, and other conditions of employment covering employees of these companies in units represented by these labor organizations.<sup>15</sup> As a result of these negotiations, identical contracts were executed yearly between the Laborers on the one hand, and representatives of each of the companies on the other. The most recent agreement between the Operating Engineers and these four companies is a single document which was executed by all of them. The customary procedure of these companies was to have representatives from each meet together as a group, decide upon a common course of action, and then enter into negotiations with the Operating Engineers and Laborers. Upon completion of the negotiations, the committee members then executed either identical contracts or a single contract with these labor organizations. On occasion, one member of the employers' committee was authorized to speak for others in the latter's absence, and the record discloses one instance in which a grievance was taken up by a labor organization with the committee. In view of these circumstances, we are of the opinion that the four companies have, without combining themselves into a formal association, conducted negotiations with the Operating Engineers and the Laborers covering their respective production and maintenance employees upon a joint basis, and that these employees can be more properly represented in a single multiple-employer unit.<sup>16</sup> Accordingly, we find that the units sought in Cases Nos. 13-R-2138, 13-R-2139, and 13-R-2142 are inappropriate.<sup>17</sup>

As previously noted, Chicago Gravel operates three plants in Illinois, only two of which appear to be covered by the petition of the C. I. O. The record discloses that in 1942 and 1943, all three plants were embraced by a single contract with the Laborers. Absent any

<sup>15</sup> Contracts of the four companies with the Operating Engineers date back to around 1911; those with the Laborers date back to 1929. Each of these contracts includes, *inter alia*, provisions for grievance and arbitration procedure, holidays, and union security, as well as wages, hours, and other conditions of employment.

<sup>16</sup> Material Service and Consumers are the only two companies having contracts with the Machinists. In the absence of evidence to the contrary, it is reasonable to assume that these two companies acted in concert in their negotiations with the Machinists.

<sup>17</sup> See *Matter of George F. Carleton & Co., Inc., et al*, 54 N. L. R. B. 222.

contradictory evidence, the contract dated June 1, 1943, covering the year 1944, between Chicago Gravel and the Operating Engineers, is sufficiently general in terms to warrant the inference that it applies to the three plants of the company. The record discloses that all plants of Chicago Gravel are under a single general superintendent, and there is some evidence that employees may perform their duties at any of these plants in accordance with the desires of the company. We are of the opinion that, under these circumstances, employees of the three plants of Chicago Gravel should together form the basis for the establishment of the appropriate units.

The history of collective bargaining between Chicago Gravel, National Stone, and Lincoln on the one hand, and the Laborers and the Operating Engineers on the other<sup>18</sup> shows that the production and maintenance employees of each of these companies have been bargained for collectively in two units, one consisting of a craft group, represented by the Operating Engineers, and the other of a residual group of production and maintenance employees represented by the Laborers. This relationship dates back over a considerable number of years,<sup>19</sup> and amply supports a finding that the groups represented by the Laborers and the Operating Engineers are separate and distinct appropriate units.

We find that all engineers on shovels and draglines, crane operators and shovel cranemen, locomotive engineers, engineers on cranes, derricks, hoisters, cableways, and other equipment used for handling material after it leaves the pit, firemen and oilers, of Chicago Gravel (including employees at its Plainfield, Rockdale, and Hammond operations), National Stone, and Lincoln, but excluding superintendents, foremen, other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the companies, constitute three separate units appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

We further find that all production and maintenance employees of Chicago Gravel (including employees at its Plainfield, Rockdale, and Hammond operations), National Stone, and Lincoln, including all quarry, crusher and dust plant workers, working foremen, and watchmen, but excluding clerical employees, drivers of truck vehicles outside of buildings, and all engineers on shovels and draglines, crane oper-

<sup>18</sup> None of these companies has a contract with the Machinists.

<sup>19</sup> The Laborers has had contracts with each of these companies since 1939. The Operating Engineers has had bargaining relations with National Stone dating back to 1911, and with Chicago Gravel for at least 20 years. The record shows that for "many" years Lincoln has recognized the Operating Engineers as the bargaining representative for certain of its employees.

ators, shovel cranimen, locomotive engineers, engineers on cranes, derricks, hoisters, cableways, and other equipment used for handling material after it leaves the pit, firemen, oilers, superintendents, foremen, and 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 three separate units 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 questions concerning representation which have arisen be resolved by six separate elections by secret ballot among the employees in 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.

#### 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 3, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Chicago Gravel Company, Joliet, Illinois, National Stone Company, Joliet, Illinois, and Lincoln Crushed Stone Company, Joliet, Illinois, six separate elections by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction of Elections, under the direction and supervision of the Regional Director for the Thirteenth Region, acting in this matter as agent for the National Labor Relations Board, among the following appropriate units of employees of Chicago Gravel Company (including employees at its Plainfield, Rockdale, and Hammond, Illinois, operations), Joliet, Illinois, National Stone Company, Joliet, Illinois, and Lincoln Crushed Stone Company, Joliet, Illinois, 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 those employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the elections:

(1) All engineers on shovels and draglines, crane operators and shovel cranimen, locomotive engineers, engineers on cranes, derricks,

hoisters, cableways, and other equipment used for handling material after it leaves the pit, firemen and oilers, excluding superintendents, foremen, and other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all other employees of the companies, to determine whether they desire to be represented by Local #150, International Union of Operating Engineers, affiliated with the American Federation of Labor, or by Amalgamated Local, Transport Workers of America, C. I. O., for the purposes of collective bargaining, or by neither;

(2) All production and maintenance employees, including all quarry, crusher and dust plant workers, working foremen, and watchmen, but excluding clerical employees, all drivers of truck vehicles outside of buildings, and all engineers on shovels and draglines, crane operators, shovel cranemen, locomotive engineers, engineers on cranes, derricks, hoisters, cableways, and other equipment used for handling material after it leaves the pit, firemen, oilers, superintendents, foremen, and other 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 Sand, Gravel and Crushed Stone Workers Union, Local 681, A. F. of L., or by Amalgamated Local, Transport Workers of America, C. I. O., for the purposes of collective bargaining, or by neither.

#### ORDER

IT IS HEREBY ORDERED that the separate petitions filed by Amalgamated Local, Transport Workers of America, C. I. O., for investigation and certification of representatives of the employees of Dolese & Shepard, Case No. 13-R-2138; Material Service Corporation, Case No. 13-R-2139; and Consumers Company, Case No. 13-R-2142, be, and they hereby are, dismissed.