In the Matter of AMERICAN BUSLINES, INC., EMPLOYER *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE NO. 94, LOCAL LODGE NO. 1186, PETITIONER *and* AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA, DIVISION NO. 1133, INTERVENOR

Case No. 21–RC–230.—Decided August 31, 1948

DECISION

AND

ORDER

Upon a petition duly filed, a hearing was held before a hearing officer of the National Labor Relations Board. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. At the hearing the Employer and the Intervenor moved to dismiss the petition, on the ground that the unit sought is inappropriate. For reasons hereinafter discussed the motion is granted.

Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-man panel consisting of the undersigned Board Members.*

Upon the entire record in this case, the Board finds:

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

2. The labor organizations involved claim to represent employees of the Employer.

3. No question affecting commerce exists concerning the representation of employees of the Employer, within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act, for the following reasons:

The alleged appropriate unit:

The Petitioner seeks a unit of garage employees employed in the Employer's Los Angeles garage. The Intervenor and the Employer

*Chairman Herzog and Members Reynolds and Murdock.

contend that the only appropriate unit is the present system-wide unit of operating and maintenance employees. The Intervenor argues, further, that the unit sought by the Petitioner is otherwise inappropriate because it comprises only part of the Employer's garage employees.

The record shows that the Employer is engaged in the business of transporting passengers by bus from San Francisco to New York, and to various points in the South and Southwest. Policy matters pertaining to all employees emanate from the Employer's headquarters in Chicago, Illinois. In addition to the Los Angeles garage, the Employer maintains garages in New York City; Chicago, Illinois; Dallas, Texas; and at several other locations in the United States. The General Manager of Maintenance, who is located in Omaha, Nebraska, supervises all the maintenance employees in the various garages throughout the Nation. Individual garages are under the local supervision of a superintendent and a foreman. Normally, garage supplies and equipment are procured by direct requisition from the general storekeeper in Omaha.

Since 1937 the Intervenor has bargained with the Employer for all of its operating and maintenance employees on a system-wide basis. The present contract provides for uniform rates of pay, vacation, leave, and other benefits. Although garage employees exercise their seniority rights on a local basis, these rights may be exchanged by employees desiring to transfer from one locality to another. Several instances of interchange between the operating and maintenance departments have occurred.

From the above it appears that the Employer's operations are of an integrated nature and that all of its employees share a close community of interest and work under substantially the same conditions of employment. The Board has held, in particular circumstances, that garage mechanics in the bus transportation industry may form separate appropriate units.[1] It has frequently held, however, that system-wide units of operating and maintenance employees are the most appropriate units.[2] In this case the employees requested by the Petitioner form one segment of the Employer's maintenance department. For 11 years they have been represented by the Intervenor in a single unit containing both operating and maintenance employees.

[1] *Matter of Auto Interurban Company*, 73 N. L. R. B. 214; where the Board found that complete departments of maintenance employees might constitute separate appropriate units. In those cases the history of collective bargaining was of relatively short duration and held to be inconclusive of the issue. See, also, *Matter of Richmond Greyhound Lines, Incorporated*, 52 N. L. R. B. 1532, *Matter of Norfolk Southern Bus Corporation*, 76 N. L. R. B. 488.

[2] *Matter of St. Louis Public Service Company*, 77 N. L. R. B. 749; and cases cited therein.

We conclude, under these circumstances, that the geographical separation of the Los Angeles garage employees from other employees in the established, contractual unit, performing the same duties and with substantially the same interests and working conditions, is not a sufficiently distinguishing factor to warrant establishing them in a separate bargaining unit.[3] We shall, accordingly, dismiss the petition.[4]

ORDER

IT IS HEREBY ORDERED that the petition for investigation and certification of representatives of employees of the Employer, filed herein, be, and it hereby is, dismissed.

[3] Cf. *Matter of T. C. King Pipe Company, et al.*, 74 N. L. R. B. 468.

[4] We find it unnecessary in this case to rule on the propriety of a unit comprising all maintenance employees on a system-wide basis.