In the Matter of YORK MOTOR EXPRESS COMPANY, EMPLOYER AND PETITIONER *and* LOCAL 478, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL, UNION *and* LOCAL 641, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL, UNION

Case No. 2–RM–77.—Decided April 6, 1949

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.

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

I. THE BUSINESS OF THE EMPLOYER

The Employer, a Pennsylvania corporation, is engaged as a common carrier of general freight, with its main offices and a freight terminal at York, Pennsylvania, and with other terminals in various cities of Pennsylvania, Baltimore, Maryland, and Jersey City, New Jersey. During 1948, the Employer's total income derived from this operation was approximately $3,500,000, of which over 50 percent represented income derived from interstate shipments. We are concerned with the Employer's operation at the Jersey City terminal. This terminal receives and delivers all shipments of freight consigned to the areas of Northern New Jersey and New York City.

The Employer admits, and we find, that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Local 478, International Brotherhood of Teamsters, AFL, hereinafter referred to as Local 478, is a labor organization claiming to represent employees of the Employer.

Local 641, International Brotherhood of Teamsters, AFL, hereinafter referred to as Local 641, is a labor organization claiming to represent employees of the Employer.

III. THE ALLEGED QUESTION CONCERNING REPRESENTATION

The Employer's Jersey City terminal has been in operation for approximately 10 years. During this period, all the local[1] truck drivers and helpers who deliver freight in the New Jersey area have been separately represented for purposes of collective bargaining by Local 478, and all local truck drivers and helpers who deliver freight to the New York areas have been separately represented by Local 807 and its successor, Local 641.[2] The most recent contracts of Local 478 and Local 641 expired in the latter part of August 1948, at which time both Locals requested the renewal of their contracts covering mutually exclusive units of local truck drivers and helpers operating in the New Jersey and New York areas, respectively. Those requests were denied by the Employer upon the ground that the historical units were inappropriate and that the only appropriate unit was a single unit of all local truck drivers and helpers operating out of the Jersey City terminal.

In view of the fact that all local truck drivers and helpers at the Jersey City terminal use interchangeably trucks serviced by a common maintenance crew and that such truck drivers and helpers have essentially the same duties, enjoy the same working conditions, and perform an integrated operation under the common supervision of the terminal manager, a majority of the Board is of the opinion the single over-all unit urged by the Employer is appropriate for the purpose of collective bargaining.[3]

However, as the record does not disclose that any labor organization has presented the Employer with a claim to be recognized as a bargaining representative within the appropriate unit, we find that no question of representation exists.[4] Accordingly, we shall dismiss the petition.

ORDER

Upon the basis of the entire record in this case, the National Labor Relations Board hereby orders that the petition filed in the instant matter be, and it hereby is, dismissed.

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[1] The local truck drivers herein concerned are distinguishable from long distance truck drivers not involved in this proceeding.

[2] The Employer introduced evidence to the effect that in contrast with similar employers in this area, the Employer is the only concern which bargains on a two-unit rather than a single-unit basis with respect to local truck drivers and helpers.

[3] Because of the Employer's bargaining history, Chairman Herzog and Board Member Houston are of the opinion that two units rather than a single unit, are appropriate. On the other hand, because a majority of the Board is of the opinion that a single unit is appropriate, they concur in the necessity of dismissing the petition upon the jurisdictional ground that no question of representation exists in that unit.

[4] *Matter of Standard-Coosa-Thatcher Company,* 80 N. L. R. B. 50.