

In the Matter of WHITE RIVER LUMBER COMPANY, EMPLOYER and
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS UNION NO.
910 AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, AFL,
PETITIONER

Case No. 19-RC-301.—Decided January 17, 1949

DECISION

AND

ORDER

Upon a petition duly filed, a hearing was held before Melton Boyd, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. At the request of the Employer and the IWA, oral argument was heard before the Board on November 1, 1949. All parties were represented by counsel and participated in the argument.¹

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
2. The labor organizations involved claim to represent employees of the Employer.³
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:

¹ Oral argument was presented jointly in the instant case and in *Nettleton Timber Company*, 87 NLRB 1319, and *Weyerhaeuser Timber Company*, 87 NLRB 1076, because of certain issues common among them.

² By merger effected June 30, 1949, following the hearing on this case, Weyerhaeuser Timber Company became successor to White River Lumber Company.

³ Local 2-157, International Woodworkers of America, CIO, herein referred to as the IWA, was allowed to intervene at the hearing upon showing of a contractual interest in the representation of these employees. In the course of the hearing, the IWA offered in evidence a document purporting to show that authorization cards for the Petitioner were signed through fraud and misrepresentation and that those drivers who signed now wished to rescind and repudiate the authorization. The Employer and the IWA contend in their briefs that the hearing officer erred in refusing to admit the material. We do not agree and find to the contrary. As we have repeatedly stated, the showing of interest of a petitioner is a matter not subject to collateral attack. *Walt Disney Productions*, 76 NLRB 121.

88 NLRB No. 37.

The Petitioner requests that we find appropriate a unit consisting of all truck drivers engaged in the Employer's logging operations at Enumclaw, Washington. The Employer and the IWA oppose this request and contend that the integration of operations, the unique position of skilled employees in the lumber industry, and the long history of collective bargaining on the basis of a single unit for all production and maintenance employees at these operations, make the proposed unit inappropriate.

The Employer is engaged in the manufacture of lumber in the course of which it conducts logging operations in the vicinity of Enumclaw, Washington, together with a sawmill, planing mill, and a shipping department at a plant site a few miles outside that locality. Approximately 600 production and maintenance workers are employed in the logging and related activities at Enumclaw. Of these, approximately 275 are assigned to the woods operations which, at the time of the hearing, were being conducted in 2 areas, located respectively, 24 miles southeast and 20 miles southwest of Enumclaw. In the first of these operations, logs are transported by truck over company-owned roads to a railroad spur approximately 2½ miles distant. In the second operation, no logging trucks are utilized at the present time.

The Employer now employs five log truck drivers, the first of whom was assigned to this duty in 1945 when the Employer procured its initial logging truck. The trucks, which consist of a tractor-trailer combination, haul loads weighing up to 20 tons over roads with grades up to 17 percent. Trucks are loaded in the woods at a "spar tree" which is relocated periodically as timber is removed in the immediate area. The logs are then transported to the reload station at the spur where they are transferred to flat cars. The Employer also has one dump truck driver whose main duties consist of hauling and spreading gravel on the company roads. Two other drivers are assigned to the mill. The first of these operates a tractor-trailer truck in the delivery of lumber from the mill to the Employer's retail yards and customers. The second drives a small pick-up truck inside the mill yard and carries material and equipment from the mill to the woods. These two drivers are under the supervision of the mill superintendent while the logging truck drivers are under the supervision of the logging crew foreman and the dump truck driver is directed by the construction foreman. There is some interchange between the drivers of the log trucks and the dump truck.

Maintenance and repair of the trucks, except for incidental work done on them by the drivers, is performed by mechanics who are employed in maintaining other equipment. Each of the log truck

drivers now employed has had previous experience as a truck driver. Furthermore, without exception, before being assigned to their present classification, each of the drivers worked for the Employer in other unrelated woods jobs such as rigging, spar trees, loading trucks, and operating road construction equipment. During seasonal shut-downs due to snow in the woods, the drivers have been assigned to other work of a miscellaneous nature.

The IWA has represented the Employer's production and maintenance employees in both the woods and sawmill operations since 1934. Since the first employment of truck drivers in 1945, these employees have been included in the unit. Truck drivers have been specifically included in wage scales provided for by the current and past contracts between the Employer and the IWA and share the same health and welfare clauses, paid holidays, hours, minimum wages, and other contract benefits as other production and maintenance workers.

The Employer and the IWA contend that the integration of the lumber industry, and in particular, the specialized and distinctive position occupied by truck drivers in that coordinated scheme, militates against allowing separate representation for these employees. In so arguing they stress the desirability of prior woods experience in this work, the outsized trucks requiring special safety regulations and practices, the privately built and maintained roads over which the operations were conducted, the special equipment of the trucks, and the specialized skills necessary in operation. We believe there is merit in their contention. As we have previously stated the development of successful operation methods in the lumber industry has resulted in the present system of interlaced and interdependent groups of specialists rather than workmen in the craft tradition.⁴ In conformance with those decisions, we find that the truck drivers employed at the Employer's Enumclaw operations do not constitute a unit appropriate for the purposes of collective bargaining and we shall dismiss the petition.

ORDER

IT IS HEREBY ORDERED that the petition filed in Case No. 19-RC-301 be, and it hereby is, dismissed.

MEMBER MURDOCK took no part in the consideration of the above Decision and Order.

⁴ See *Weyerhaeuser Timber Company*, 87 NLRB 1076; *Nettleton Timber Company*, 87 NLRB 1319.