

In the Matter of GASTONIA TRANSIT COMPANY, EMPLOYER *and*
BROTHERHOOD OF RAILROAD TRAINMEN, PETITIONER

Case No. 34-RC-207.—Decided October 10, 1950

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Miles J. McCormick, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.¹

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Reynolds, and Styles].

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

1. The Employer is a North Carolina corporation engaged in the transportation of passengers by bus in the city of Gastonia, North Carolina.² During the first 6 months of 1950, the Employer had a total revenue of \$136,841.44. During the same period, it bought two busses at a cost of \$17,600 from the General Motors Corporation at Pontiac, Michigan.³ The tires used on the busses are leased by the Employer from the U. S. Rubber Company at 7.29 cents per mile. The busses travel approximately 65,000 miles a month. All tires are shipped to the Employer from the U. S. Rubber Company's warehouse in Charlotte, North Carolina. All of the gas and oil used in the busses is bought locally.⁴

The Employer operates 13 busses over 10 routes.⁵ Two routes are wholly within the city limits, and 8 go a short distance outside the city limits. During the first 6 months of 1950, 501,001 cash and token

¹ The hearing officer referred to the Board the Employer's motion to dismiss the petition for lack of jurisdiction. For the reasons stated herein, this motion is hereby denied.

² The Employer holds an exclusive franchise from the city of Gastonia to operate within the city limits, and a franchise from the State of North Carolina to operate in Gaston County, within a short distance of the city limits.

³ During 1949 the Employer purchased two busses. All of the Employer's busses are bought outside the State of North Carolina.

⁴ Approximately 95 percent of the Employer's supplies is purchased within the State of North Carolina. During the first 6 months of 1950, the Employer purchased approximately 73,000 gallons of gasoline.

⁵ The longest distance of any of the routes from the city square, which is the terminus of all routes, is 4.6 miles. The busses operate from 5 a. m. until midnight every day except Sunday, when they start at 6 a. m.

passengers were carried on the busses, and 285,787 passengers were carried by transfer. The Employer's busses go within 1 block of the Southern Railroad station. They also stop at either end of the street in which is located the interstate bus terminal, used by Greyhound Lines and other bus companies. The busses pass by several mills which are engaged in commerce.⁶ The Employer changes one of its usually travelled routes, for 3 trips in the morning and 3 in the afternoon, in order to deliver and pick up passengers at one of these mills.

Upon the foregoing facts, we find that the Employer is engaged in commerce within the meaning of the Act. In accordance with our recently announced policy in *Local Transit Lines*,⁷ we find that it would effectuate the policies of the Act to assert jurisdiction in this case.

2. The labor organization involved claims to represent certain employees of the Employer.

3. A 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.

4. The Petitioner seeks a unit of all of the Employer's bus drivers, including part-time and summer relief drivers. The Employer contends that the maintenance employees who work in its garage should also be included in the unit.

The Employer employs 30 regular bus drivers, 1 part-time bus driver, and 2 summer relief drivers. It also employs 3 bus mechanics and servicemen, 4 helpers, and 1 clean-up man in its garage. The mechanics, like the bus drivers, are hourly paid employees but are paid approximately 10 cents an hour less than the drivers. The record does not show that there is any interchange of work between the bus drivers and the maintenance employees who work in the garage.

In numerous cases the Board has held that either a unit of drivers and maintenance employees, or a unit limited to drivers may be appropriate for collective bargaining purposes.⁸ There has been no past bargaining history with respect to the Employer's operations. Because of the absence of any interchange of duties or close working relationship between the bus drivers and the maintenance employees, we believe that the bus drivers may constitute a separate appropriate unit.

⁶ These are the Gastonia Combed Yarn Corporation, Gastonia Weaving Company, and Cocker Machine & Foundry Company, over which the Board has asserted jurisdiction.

⁷ *Local Transit Lines*, 91 NLRB 623.

⁸ *Tennessee Coach Company*, 88 NLRB 253; *Central Bus Lines, Inc.*, 88 NLRB 1223; *Continental Bus System, Inc.*, 84 NLRB 670; *Gate City Transit Lines, Inc.*, 81 NLRB 79.

We find that all of the Employer's regular bus drivers, including part-time and summer relief drivers,⁹ but excluding garage mechanics and helpers, office and clerical employees, and supervisors, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication in this volume.]

⁹ The parties agree that the part-time and summer relief drivers should be included in the unit.