

In the Matter of COOS BAY LUMBER COMPANY and LOCAL 7-394,
INTERNATIONAL WOODWORKERS OF AMERICA, C. I. O.

Case No. 19-R-1385.—Decided June 4, 1945

Messrs. E. H. Card and J. W. Forrester, of Marshfield, Oreg., for the Company.

Messrs. James Landye, Worth Lowery, A. F. Hartung, and George Brown, of Portland, Oreg., W. L. Harris, of Reedsport, Oreg., and Mr. R. E. Engelking, of Roseburg, Oreg., for the Union.

Mr. Erwin A. Peterson, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by Local 7-394, International Woodworkers of America, C. I. O., herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Coos Bay Lumber Company, Marshfield, Oregon, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Joseph Holmes, Trial Examiner. Said hearing was held at Marshfield, Oregon, on November 3, 1944. The Company and the Union appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. 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 case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

The Coos Bay Lumber Company is a Delaware corporation engaged in logging and the manufacture of lumber and lumber products. It maintains

a sawmill and planning mill at Marshfield, Oregon, and logging operations at Fairview, Edenridge, and Bone Mountain, in the State of Oregon. We are here solely concerned with the logging operations. All of the logs cut for use in the manufacture of lumber and lumber products are obtained in the State of Oregon. The annual value of logs is approximately \$2,000,000, and the annual value of the lumber manufactured from these logs is approximately \$3,000,000. Substantially all of the finished products are shipped to points outside the State of Oregon.

The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATION INVOLVED

Local 7-394, International Woodworkers of America, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On August 11, 1944, the Union orally requested the Company to recognize it as the statutory bargaining agent for the Company's employees. The Company declined to recognize the Union and questioned the appropriateness of the requested collective bargaining unit.

A statement of a Field Examiner, introduced into evidence at the hearing, indicates that the Union represents a substantial number of employees in the unit hereinafter found appropriate.¹

We find that a question affecting commerce has arisen concerning the representation of employees of the Company within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNIT

The parties are in agreement that all production and maintenance employees at the Company's logging operations at Fairview, Edenridge, and Bone Mountain, Oregon, excluding clerical employees, railroad, shop, and maintenance employees in a unit previously established by the Board,² and supervisory employees constitute an appropriate unit. However, the parties disagree as to bull bucks, hook tenders, head mechanics, truck foreman, head loaders, head cook, chief engineer, construction foreman, and scalers. The Company would exclude them as supervisory, and the Union would include them.

¹ The Field Examiner reported that the Union submitted 54 application-for-membership and authorization cards, 42 of which bore names listed on the Company's pay roll of September 15, 1944, which contained the names of 132 employees. At the hearing, the Union submitted to the Trial Examiner an additional 21 application-for-membership and authorization cards, of which 6 bore the names of persons whose names appear on the above pay roll.

² In the *Matter of Coos Bay Lumber Company*, 14 N. L. R. B. 1206, the Board found appropriate a unit of certain employees in specified job classifications of the Company's manufacturing operations. The Union was subsequently certified as the collective bargaining agent for that unit. See *Matter of Coos Bay Lumber Company*, 18 N. L. R. B. 696.

The Company employs a logging superintendent and three camp foremen.³ The logging superintendent is over the three camp foremen who are in charge of the three logging camps. All of the logging employees, including the classifications in dispute, are under the supervision of the camp foremen. The parties agree that the logging superintendent and the camp foremen are supervisory employees and should be excluded from the unit as such.

Bull bucks. The Company has 3 bull bucks, one at each camp. Each bull buck is in charge of 18 to 25 fallers, buckers, and scalers. All but 1 are paid an hourly rate of \$1.50 per hour. One receives a monthly salary. The fallers and buckers have an hourly rate of \$1.20 and \$1.17½ per hour, respectively. However, the fallers and buckers are paid on a piece-work basis and their total earnings are more than the bull bucks.

Hook tenders. There are three hook tenders at each of the three camps. They are in charge of the donkey machine crews and the "cats." The record does not disclose the size of the hook tender's crew. The hook tenders are paid \$1.42½ per hour while the cat drivers are paid \$1.40 per hour.

Head mechanics. There are three head mechanics, one at each camp. At Fairview, the head mechanic has three mechanics under his supervision. At Bone Mountain and Edenridge, there is only one mechanic besides the head mechanic. The head mechanics are paid \$1.50 per hour while regular mechanics are paid \$1.20 per hour.

Head loaders. There are six head loaders, two at each camp. Of the two at each camp, one is at the main operation and the other is at the railroad reloading. The average size of the head loader's crew is three employees. The head loaders receive \$1.32½ per hour while second loaders receive \$1.12½ per hour.

Truck foreman. The truck foreman is at the Bone Mountain Camp. He has nine truck drivers under his supervision. He receives \$1.50 per hour, and the regular drivers receive \$1.15 per hour.

Head cook. The head cook is at the Edenridge Camp. She has two employees under her supervision. The record does not show how much the head cook or the other cooks are paid.

Chief engineer. The chief engineer is in charge of a crew of from one to three men. His duties vary to a large extent. He may have a crew laying out truck roads, railroads, logging lines, section lines, property lines, or "most anything which would be the duty of a registered engineer." The record does not disclose how much he is paid.

Construction foreman. He is in charge of a crew ranging from 4 to 18 men. At the time of the hearing, he had 4 men under his supervision. The record does not show the construction foreman's rate of pay:

Scalers. There are nine scalers in the three camps. The scalers are under

³ Also referred to in the record as camp superintendents

the supervision of the bull bucks. Scalers are in charge of crews of buckers, who are also under the supervision of the bull bucks. A scaler receives \$1.22½ per hour which is slightly more than the hourly rate of a bucker; however, as previously noted, because of the piece-work rate for buckers, the buckers earn even more than the bull bucks.

The employees in dispute direct and guide the work of the members of their crews, they spend a majority of their time working along with their crews; they work the same number of hours; they are hourly paid, they receive time and a half for overtime; they have the same vacation rights and working conditions as the rest of the employees, and they are all under the supervision of the camp foreman.

The Company's logging superintendent testified, generally, that all the employees in dispute have authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action. The only instances referred to in the record showing specific exercise of such authority are as follows: the bull bucks originally hired some of the buckers in the cutting crews, the truck foreman hired all of the truck drivers, and a hook tender was on one occasion in complete charge of his crew for a period of several months when he and the crew were 7 or 8 miles away from the nearest camp, being visited by the camp foreman once or twice a week. The Union sought to refute this evidence by showing that in typical logging operations in the Pacific Northwest, such as the Company's, employees in the disputed classifications are treated by unions, employers, and other governmental agencies as non-supervisory personnel. In addition, witnesses for the Union testified, in effect, that the employees in question are simply heads of teams, work leaders, rather than supervisors in the usual sense.⁴

It appears that both the A. F. L.⁵ and the C. I. O. organizations having jurisdiction over employees in logging operations, as well as the Industrial Employees' Union, Inc., an unaffiliated organization in the field, admit to membership employees in the disputed classifications. The Union asserts that bull bucks, hook tenders, *et al.*, are key men in its organization and were leaders in the fight for union recognition and improved working conditions in the Pacific Northwest. Witnesses for the Union explained at the hearing that in certain large operations the bull buck is, in fact, a logging superintendent who outranks the camp foreman,⁶ and they stated that in

⁴ This testimony, which was uncontradicted, was given by Albert Hartung, Regional Director for the C I O, State of Oregon, and formerly assistant director of organization of the International Woodworkers of America, the late Worth Lowery who was president of the International Woodworkers of America at the time of his death, and William L. Harris, international executive member and international representative of the International Woodworkers of America.

⁵ According to Peterson's *Handbook of Labor Unions* (American Council of Public Affairs, 1944), the International Brotherhood of Carpenters and Joiners, which has jurisdiction over logging and lumber operations, requires foremen to be members of the union.

⁶ Worth Lowery cited the operations at Weyerhaeuser Timber Company as an example of this. See *Matter of Weyerhaeuser Timber Company*, 35 N. L. R. B. 810.

such instances, of course, the bull buck should be excluded from the bargaining unit, but they insisted that ordinarily the line between supervision and ordinary employees should be drawn between the camp foreman and the bull buck. There is considerable evidence to indicate that this testimony reflects the actual collective bargaining practice in the industry. The Columbia Basin Loggers' agreement,⁷ a collective bargaining contract between the Union and a group of employers in the Pacific Northwest, covers a unit of logging employees including the disputed classifications and excluding only "full-time superintendents, camp foremen . . ." as supervisory employees. The seniority provision in this contract applies to everyone under camp foremen and includes bull bucks, hook tenders, *et al.* As testified to by Hartung, Lowery, and Harris, the employees in the disputed classifications "bump back" through their departments in slack times and in good times they move up. The record shows that the unit covered by the Columbia Basin agreement has been in existence since 1936. A second multiple-employer contract, which was introduced in evidence at the hearing, apparently covers a similar unit.⁸ An official of the Company assisted the employer group which negotiated this latter contract. The late Worth Lowery, International President of the I. W. A., testified, at the hearing, that the Union holds contracts covering approximately 300 other operations in the Douglas fir belt, which likewise cover the disputed classifications. It is evident that this collective bargaining practice is not universal, for the Board has excluded bull bucks and others of the disputed categories from the unit in a number of cases, sometimes at the request of the I. W. A.⁹ This is the first case, however, in which a full record reflecting custom and practice in the industry has been before us, and we do not regard our prior decisions as necessarily controlling here.

So far as the practice of other governmental agencies is concerned, it appears that the employees in the disputed classifications, unlike professional, executive, and administrative employees, are considered non-exempt under the Fair Labor Standards Act and, accordingly, are entitled to time and a half for overtime.¹⁰ The West Coast Lumber Commission of the War Labor Board considers the employees in dispute as non-supervisory, and has included rates of pay for such employees in its table of guide rates for

⁷ A copy of this contract is in evidence.

⁸ The recognition clause of the Coos Bay district agreement provides that "During the life of this agreement, the union shall be the sole collective bargaining agency for all employees in the operation of the employer excluding supervisory and clerical employees." During the negotiations of that contract the employer group sought the express exclusion of hook tenders, bull bucks, and scalers as supervisors. After some negotiations the employers dropped that contention and agreed to the present clause.

⁹ *Matter of Stone Logging & Constructing Company*, 53 N. L. R. B. 303, *Matter of Deep River Lumber Company*, 37 N. L. R. B. 210, *Matter of Louis Lumber Company*, 31 N. L. R. B. 688, *Matter of Medford Corporation*, 30 N. L. R. B. 256, *Matter of Deep River Timber Company*, 10 N. L. R. B. 904.

¹⁰ The Wage and Hour Division's standard definition of an executive employee, although not identical to our customary definition of a supervisory employee, is very similar.

the Douglas Fir Belt. The War Labor Board approved a unilateral application by the Company on May 15, 1944, which provides for specified hourly rates of pay for all of the Company's logging employees, including the disputed classifications. The War Labor Board has also issued directives in dispute cases which provide, *inter alia*, for rates of pay of employees in the disputed classifications to be incorporated in collective bargaining contracts. The War Manpower Commission requires that all logging employees, including the disputed categories, shall obtain releases from the War Manpower Commission before they can change employers. However, camp foremen and those employees definitely considered as supervisory do not have to obtain releases.³¹ The Company does not deny that the custom in the Pacific Northwest is to include the disputed categories in bargaining units. Nor did the Company establish at the hearing that the function and status of its employees in the disputed classifications are unusual or materially different from the positions of like employees in other logging operations in the area.

In consideration of all the evidence respecting the duties, compensation, working conditions, and authority of the employees in the disputed categories, and their treatment by unions, employers, and other governmental agencies in collective bargaining and otherwise, we are of the opinion that they may properly be grouped with non-supervisory employees for purposes of collective bargaining. It is true that the employees in question are supervisors in the sense that they direct the work of others; and some of them at least appear to exercise at times the authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.³² It has been the Board's general practice since the early years of the Act to exclude supervisory employees exercising

³¹ This is according to the unrefuted testimony of Albert Hartung who is a member of the Twelfth Regional War Manpower Commission and also an alternate member of the Appeals Board of the War Manpower Commission for the State of Oregon.

³² Working supervisors in Northwest logging camps such as those here involved are difficult to classify with respect to their exercise of substantial supervisory authority. We have sometimes found that a hook tender or bull buck, for example, was a supervisory employee within the meaning of our usual definition, in other cases we have found the contrary. Cf. *Matter of Smith Wood Products*, 45 N. L. R. B. 787, *Matter of Sound Timber Company*, 8 N. L. R. B. 844; *Matter of Union Lumber Co.*, 53 N. L. R. B. 567, *Matter of Caspar Lumber Co.*, 55 N. L. R. B. 819. Nevertheless, despite variations as to the degree of supervisory authority exercised by such employees, caused in large part, no doubt, by differences in the size of the camps where they are employed, it is obvious that the functions and status of employees in each of these familiar categories are essentially uniform throughout the area.

In the instant case if we deemed controlling our general policy of excluding from the unit employees vested with supervisory authority as above defined, we should be constrained to reopen the record for the purpose of securing additional evidence respecting the quantum of such authority actually exercised by the employees in dispute, for we are by no means convinced that all of them are, in fact, "supervisors" within the meaning of the general rule. However, we find it unnecessary to decide this issue since we consider that other factors are determinative of the question whether the bull bucks, hook tenders, and others should be excluded from the bargaining unit here.

such authority from units comprising their subordinate employees.¹³ The Board has long recognized, however, that various circumstances indicative of community of interest between supervisors and subordinates, especially custom in the particular industry or trade, may justify departure from its general policy of segregation.¹⁴ Where the industry or trade is highly unionized, generally or in the particular area, where the principal labor organizations competing in the field have traditionally admitted supervisory employees to membership; and where both employers and unions have as a customary matter and by common consent treated such supervisors as components of the ordinary employees' group for the purposes of collective bargaining, the usual reasons for segregation of supervisors disappear. Such a custom demonstrates that there is strong community of interest in the subject matter of collective bargaining between supervisory and rank-and-file employees; it also indicates that the personal activity of the supervisors in supporting or opposing particular unions which may be seeking the allegiance of the non-supervisory employees, is unlikely to be interpreted by the latter as reflecting management policy. Thus, where such custom prevails, the danger is remote that the union activity of supervisors will operate to impair the organizational freedom of ordinary employees. Moreover, a custom of including supervisory employees in the general bargaining unit also affords assurance that collective bargaining on this basis, in the particular industry or trade, has not in practice undermined essential disciplinary relationships between workers and supervisors, or otherwise tended to disrupt production. We are satisfied from the record now before

¹³ See *Matter of R. C. A. Manufacturing Company, Inc.*, 2 N. L. R. B. 159; *Matter of United Press Association*, 3 N. L. R. B. 344; *Matter of Keystone Mfg Co.*, 7 N. L. R. B. 172; *Matter of Rex Manufacturing Co., Inc.*, 7 N. L. R. B. 95; *Matter of Roberti Brothers, Inc.*, 8 N. L. R. B. 925; *Matter of A. Fink and Sons Co.*, 9 N. L. R. B. 441; *Matter of The Texas Company*, 11 N. L. R. B. 925; *Matter of Armour & Co.*, 15 N. L. R. B. 268; *Matter of Virginia Bridge Co.*, 29 N. L. R. B. 241; N. L. R. B. Eighth Annual Report, p. 56; Cf. *Matter of Roma Wine Company*, 7 N. L. R. B. 135. The criteria for identification of supervisory employees subject to this general policy were stated definitely in *Matter of Douglas Aircraft Co.*, 50 N. L. R. B. 784.

Neither the decision of the majority of the Board in *Matter of Maryland Drydock Co.*, 49 N. L. R. B. 733, nor the recent majority decision in *Matter of Packard Motor Car Co.*, 61 N. L. R. B. 4, modifying the prior cited case, directly affects this familiar rule of exclusion.

¹⁴ The exception, based upon custom in the trade, applicable to full-fledged supervisors in the printing trades is firmly established. See *Matter of W. F. Hall Printing Company*, 51 N. L. R. B. 640; *Matter of Chicago Rotoprint Co.*, 45 N. L. R. B. 1263, and citations therein. In addition, in cases involving other trades or industries, the Board has not infrequently included supervisory employees in rank-and-file bargaining units where the community of interest between supervisors and subordinates was demonstrated by such factors as participation in the same work, eligibility of supervisors to membership in the union or unions interested in the case, or a history of collective bargaining in the particular plant whereby the supervisors were included in the unit. See *Matter of Campbell Machine Co.*, 3 N. L. R. B. 793; *Matter of Jones Lumber Co., et al.*, 3 N. L. R. B. 855; *Matter of Santa Fe Trails Transportation Co.*, 7 N. L. R. B. 358; *Matter of Richmond Hosiery Mills*, 8 N. L. R. B. 1073; *Matter of Merrimack Mfg Co.*, 9 N. L. R. B. 173; *Matter of Wallys Overland Motors, Inc.*, 9 N. L. R. B. 924; *Matter of Shell Petroleum Corporation*, 9 N. L. R. B. 831, but of Third Supplemental Decision and Amendment to Certification, 52 N. L. R. B. 313, and Fourth Supplemental Decision, etc., 56 N. L. R. B. 318, in the same case; *Matter of Leviton Mfg Co.*, 27 N. L. R. B. 735; *Matter of United States Rubber Company*, 30 N. L. R. B. 1074; *Matter of J. C. Sanders Cotton Mill Co.*, 31 N. L. R. B. 298. Cf. *Matter of Victor Chemical Works*, 52 N. L. R. B. 194; *Matter of Duval-Texas Sulphur Co.*, 53 N. L. R. B. 1387.

us that in the average small or medium Northwest logging operation, such as the Company's, working supervisors subordinate to the camp foreman, in the classifications here in controversy, are customarily admitted to membership in the rank-and-file labor unions having jurisdiction in the field and included in the units covered by collective bargaining contracts. Under these circumstances, and for the reasons indicated in the foregoing discussion, we shall include the disputed categories of employees in the unit herein found appropriate.

We find that all production and maintenance employees of the Company's logging operations at Fairview, Edenridge, and Bone Mountain, Oregon, including bull bucks, hook tenders, scalers, head mechanics, truck foreman, head loaders, head cook, chief engineer, and construction foreman, but excluding all clerical employees, railroad, shop, and maintenance employees in the unit previously established by the Board, camp foremen and all supervisory employees above the rank of camp foremen, constitute a unit 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 question concerning representation which has arisen be resolved by an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

DIRECTION OF ELECTION

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, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Coos Bay Lumber Company, Marshfield, Oregon, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Nineteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction including employees who did not work during the 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 election, to determine whether or not they desire to be represented by Local 7-394, International Woodworkers of America, C. I. O., for the purposes of collective bargaining.

MR GERARD D REILLY, dissenting :

Although on its face this decision does not purport to stand for any broad principle, the actual conclusion reached by the majority goes considerably further in the direction of eliminating all barriers between management and workers than did the recent decision in the *Packard Motor Car Company* case.¹⁵ The unit found appropriate by the majority of the Board in that case was confined to foremen of various grades and did not include non-supervisory employees. Moreover, emphasis was placed upon the fact that the organization which sought recognition as bargaining representative was a nominally independent organization not affiliated with any union representing production workers. In the unit found appropriate here, however, we have the spectacle of supervisors and non-supervisory employees not only in the same bargaining unit but represented by the same labor organization.

The undisputed evidence in the record shows that bull bucks, hook tenders, head mechanics, head loaders, head cooks, construction foremen, truck foremen, scalers, and the chief engineer possess independent "authority to hire, promote, discharge, discipline, or otherwise effect changes" in the status of other employees. The Union made no effort to refute this testimony. It contended, however, that there was a well-established custom in the industry of including such employees in bargaining units composed principally of non-supervisory employees. In advancing this contention, the Union was undoubtedly seeking to bring this case within the exception noted in the *Maryland Drydock* decision¹⁶ with respect to the printing trades.¹⁷

The chief difficulty with this contention is that no such custom exists in the lumber industry. A review of all cases presented to the Board wherein employees engaged in this industry were involved clearly fails to reveal any general practice of including supervisory employees in bargaining units composed of rank and file employees.¹⁸ There is no evidence that the Board has ever heretofore found supervisory employees in this industry to occupy

¹⁵ 61 N L R B 4

¹⁶ *Matter of The Maryland Drydock Company and Local No 31 of the Independent Union of Marine and Shipbuilding Workers of America*, 49 N L R B 733

¹⁷ *Matter of W F Hall Printing Company and Chicago Mailers' Union No 2, Subordinate Union of the International Typographical Union of North America*, 51 N L R B 640. In the maritime trades, which were also referred to in the *Maryland Drydock* case, *supra*, as an exception, the prevailing custom segregates officers and crews in separate bargaining units as well as different unions.

¹⁸ The Board has issued 73 formal decisions involving the industry. In the majority of these cases, the categories involved here were not specifically mentioned. In only 6 cases did the Union specifically seek to include employees in any of these categories. In at least 13 cases, the Union has argued to the exclusion of such employees and, in at least 5 cases, it successfully argued for their exclusion.

a status with respect to collective bargaining different from that of supervisory employees in industry generally.¹⁹

On the contrary, the Board has apparently decided in each case, whenever the issue was present, the question of whether or not these titles carried with them supervisory authority. Therefore, this case should not be confused with the occasional decision in which certain of these occupations have been included, either by agreement of the parties or because of a finding by the Board that the supervisory authority annexed to the title was negligible.²⁰ When it has been clear that a bull buck or a hook tender actually possesses supervisory authority, we have held the employers chargeable with the consequences of their acts.²¹ Such a holding clearly implied that these persons have no right to influence their subordinates with respect to union matters. Yet, in this case, we are laying the foundation of a legal claim to recognition by an organization which includes persons for whose conduct an employer is responsible.

In view of the somewhat nebulous discussion in the majority decision, it is difficult to ascertain whether the "custom" which is relied upon is a "custom" of including supervisory employees in collective bargaining units of non-supervisory employees or a "custom" of the industry to the effect that the categories involved do not possess supervisory authority. Regardless of what is intended, I disagree since the conclusion is erroneous either as a matter of fact²² or as a matter of law.²³

¹⁹ See *Matter of Weyerhaeuser Timber Company*, 35 N. L. R. B. 810. Cf. *Matter of R. R. Donnelly & Sons Company*, 60 N. L. R. B. 635.

²⁰ *Matter of Collins Pine Company*, 54 N. L. R. B. 670; *Matter of Casper Lumber Company*, 55 N. L. R. B. 819.

²¹ *Matter of Weyerhaeuser Timber Company*, *supra*.

²² No custom of commingling supervisory and non-supervisory employees in collective bargaining exists in the logging industry. See footnote 18, *supra*.

²³ *Eighth Annual Report*, page 56. "The Board's experience has shown that similar classifications of employees may exercise supervisory duties in one case and not in another. Consequently, the exclusion of assistant foremen, for example, in one case would not necessarily mean that assistant foremen in another case in the same industry would be excluded."