

In the Matter of A. K. WILSON TIMBER COMPANY and LUMBER AND
SAWMILL WORKERS, AFL

Case No. 19-R-1570.—Decided October 12, 1945

Mr. W. J. Hutch, of Roseburg, Oreg., for the Company.
Messrs. Doyle Pearson and *C. P. Richards*, both of Eugene, Oreg.,
for the AFL.

Messrs. Ray Lea, Fred Taylor, and W. H. Baker, all of Roseburg,
Oreg., for the CIO.

Mr. Glenn L. Moller, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by Lumber & Sawmill Workers Union, chartered by United Brotherhood of Carpenters and Joiners of America, affiliated with the A. F. of L., herein called the AFL, alleging that a question affecting commerce had arisen concerning the representation of employees of A. K. Wilson Timber Company, Oakland, Oregon, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Erwin A. Peterson, Trial Examiner. The hearing was held at Roseburg, Oregon, on July 2, 1945. The Company, the AFL, and Local Union 7-307, International Woodworkers of America, CIO, herein called the CIO, 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

A. K. Wilson Timber Company, a partnership licensed to do business in the State of Oregon, maintains its principal office and place

of business in Portland, Oregon. The Company operates a sawmill and veneer plant at Oakland, Oregon, and also conducts logging operations near Roseburg, Oregon. The Company began operations at Oakland only a short time ago, the sawmill producing approximately 30,000 board feet of lumber per day and the veneer plant producing approximately 15,000 feet of veneer per day. The daily output of the sawmill and veneer plant has an aggregate value in excess of \$2,000. Virtually the entire output of these operations is 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 ORGANIZATIONS INVOLVED

Lumber & Sawmill Workers Union, chartered by the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of the Company.

Local Union 7-307, 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

The Company has refused to grant recognition to the AFL as the exclusive bargaining representative of its sawmill and veneer plant employees until the AFL has been certified by the Board in an appropriate unit.

The CIO, which currently represents the employees at the Company's logging operations at Roseburg, Oregon, contends that the appropriate unit should include the employees of the logging operations as well, but does not assert its contract covering those employees as a bar to this proceeding.

A statement of a Board agent, introduced into evidence at the hearing, and a statement of the Trial Examiner at the hearing indicate that each Union represents substantial numbers of employees in the unit alleged by it to be 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.

¹ The Field Examiner reported that the AFL submitted 34 authorization cards, all dated April 1945.

At the hearing the AFL submitted to the Trial Examiner 34 authorization cards, 9 of which were dated in April and 25 in June 1945, and the CIO submitted 28 application-for-membership cards, dated as follows: 2 in September 1944, 11 in October 1944, 7 in April, and 8 in June 1945.

There are approximately 65 employees in the unit alleged by the AFL to be appropriate and approximately 80 employees in the unit claimed by the CIO.

IV. THE APPROPRIATE UNIT

The AFL alleges that the appropriate unit should consist of the Company's employees at the sawmill and veneer plant. The CIO seeks a single unit covering the sawmill, veneer plant, and logging operations and would waive its contract as a bar if the Board should direct an election in this unit. The Company prefers that these operations be separated into three separate units. The parties agree that clerical and supervisory employees should be excluded from the unit or units.

The CIO has represented the Company's logging employees for several years and currently holds a contract covering these employees, which was executed in 1944 and automatically renewed in 1945 until April 1, 1946. On March 12, 1945, the Company acquired a sawmill near Oakland, Oregon, and has operated the mill since that time. Shortly after acquiring the sawmill, the Company undertook the construction of a veneer plant adjacent to the sawmill, which plant is now in operation, although it is not yet completed.

Although there is little interchange of employees between the sawmill and the veneer plant, the employees at both operations have approximately the same working conditions, their earnings are about the same, and they possess about the same degrees of skills. In view of these facts and the proximity of the plants, we are of the opinion that the employees at the two operations may properly be represented within a single bargaining unit.

There is less similarity between the hours, interests, and working conditions of the employees at the logging operations and the employees at the sawmill and veneer plant. At the time of the hearing, the logging operations were about 45 miles from the sawmill and veneer plant, although it was testified that within about a month the logging operations would be moved to a new location about 12 miles from the mill. The logging employees, as previously pointed out, have been organized for several years and are presently covered by a collective bargaining agreement. There is no history of collective bargaining for the sawmill and veneer plant employees. It has been quite common in the lumber industry for logging and sawmill employees to be included in the same bargaining unit, but such employees are also frequently represented in separate units. Since there is no question concerning the representation of the logging camp employees, we find that a unit confined to the sawmill and veneer plant employees is presently appropriate. In the event that the CIO, in the election hereinafter directed, is selected as the statutory representative of the employees in that unit and the Company is unwilling to agree that the employees in the sawmill unit be incorporated into the existing logging unit, we will entertain an appropriate motion to consoli-

date the two units and to certify the CIO as the majority representative of the employees in the consolidated unit.²

Doubt was expressed by the Company as to the propriety of including the pondmen, who work just outside the sawmill and veneer plant, in the same unit with the sawmill and veneer plant employees. The Company urged that the duties and functions of pondmen make their interests more closely akin to those of the logging employees than to the sawmill employees. The evidence reveals, however, that the pondmen work more closely with the sawmill employees than with the employees at the logging operations. We shall include the pondmen in the voting group of sawmill and veneer plant employees.

We find that all employees at the sawmill and veneer plant, including pondmen and watchmen,³ but excluding office and clerical employees, the sawmill foreman, the veneer plant superintendent, the shift foreman in the veneer plant, and any and all other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action 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 among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herem, 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 A. K. Wilson Timber Company, Oakland, 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

² *Matter of Chrysler Corporation*, 42 N. L. R. B 1145

³ The watchmen are unarmed, are not uniformed, militarized or deputized. Their duties consist primarily of cleaning the premises.

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 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 any 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 they desire to be represented by Lumber and Sawmill Workers Union, chartered by the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor, or by Local Union 7-307, International Woodworkers of America, affiliated with the Congress of Industrial Organizations, for the purposes of collective bargaining; or by neither.