

In the Matter of SETZER BOX COMPANY and INTERNATIONAL WOODWORKERS OF AMERICA, CIO

In the Matter of SETZER BOX COMPANY and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, LOCAL UNION 137, AFL

Cases Nos. 20-R-1418 and 20-R-1482, respectively.—Decided October 30, 1945

Mr. H. W. Ryan, of Sacramento, Calif., and *Mr. Ernest Thomas*, of Marysville, Calif., for the Company.

Mr. Joe F. Clark, of Susansville, Calif., and *Mr. R. B. Johnson*, of Placerville, Calif., for the I. W. A.

Tobriner and Lazarus, by *Mr. Albert Brundage*, of San Francisco, Calif., *Messrs. G. A. Shearin* and *John J. Whitelaw*, both of Marysville, Calif., for the Teamsters.

Miss Helen Hart, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon separate petitions duly filed by International Woodworkers of America, CIO, herein called the I. W. A., and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 137, AFL, herein called the Teamsters, alleging that questions affecting commerce had arisen concerning the representation of employees of Setzer Box Company, Sacramento, California, herein called the Company, the National Labor Relations Board consolidated the proceedings by an order dated August 23, 1945, and provided for an appropriate hearing upon due notice before Louis R. Mercado, Trial Examiner. The hearing was held at Sacramento, California, on September 5, 1945. The Company, the I. W. A., and the Teamsters appeared, participated, and 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

Setzer Box Company, a California partnership with its principal place of business at Sacramento, California, is engaged in the logging of timber and the manufacture of lumber, box shooks, and other lumber products. Its logging operations are conducted at several points within the State of California, including the Dobbins, Honeycut, and Ramirez Station area, which are involved in this proceeding. Substantially all logs used by the Company at its Sacramento mill are obtained from its own operations in this area. During 1944, the Company used raw materials at its Sacramento mill, valued in excess of \$52,317, about 5 percent of which was transported to the Company from points outside the State of California. During the same period, the Company manufactured lumber products at this mill, valued in excess of \$1,358,491, approximately 20 percent of which was shipped to points outside the State of California.

We find that the Company is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

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

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 137, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of the Company.

III. THE QUESTIONS CONCERNING REPRESENTATION

The Company has refused to grant recognition to either the I. W. A. or the Teamsters as the exclusive bargaining representative of certain of its employees until these unions have been certified by the Board in an appropriate unit.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the I. W. A. and the Teamsters each represents a substantial number of employees in the unit alleged by each to be appropriate.¹

¹ The Field Examiner reported that the I. W. A. submitted 22 signed applications; that the names of 22 persons appearing on the cards were listed on the company's pay roll of May 2, 1945, and that there were 50 employees in the unit the I. W. A. alleges to be appropriate. He further reported that the Teamsters submitted 11 signed applications; that the names of 7 persons appearing on the cards were contained in the aforesaid pay roll; and that there were 12 employees in the unit the Teamsters alleges to be appropriate.

We find that questions affecting commerce have 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 DETERMINATION OF REPRESENTATIVES

The I. W. A. and the Company contend that the following unit is appropriate: all production and maintenance employees engaged in the Company's logging operations in or near Dobbins, Honeycut, and Ramirez Station, including the cook house employees, but excluding the head cook, the bull buck, the assistant woods foreman, the temporary truck foreman, the logging superintendent, and all other supervisory employees. The Teamsters opposes the establishment of such an operation-wide unit and urges the creation of a separate unit composed of all Diesel truck drivers, the dump truck driver, and all mechanics and the greaser at Ramirez Station, excluding the temporary truck foreman, and all other supervisory employees. Both the I. W. A. and the Company contend that should the Board find the unit sought by the Teamsters to be appropriate, the dump truck driver and the mechanics and the greaser at Ramirez Station should be excluded.

There has been no previous history of bargaining at the Company's Honeycut, Dobbins, and Ramirez operations, which were commenced in 1944. Timber is felled and cut into convenient lengths in the woods near Dobbins and Honeycut, which are approximately 20 miles apart. From this area, the logs are hauled in Diesel trucks to Ramirez Station and loaded at this rail head on railway cars for shipment to the Company's Sacramento mill.

The Company employs about 45 men in the entire area. The majority of these employees work in the woods near Dobbins and Honeycut and are engaged in felling and cutting the timber. The Company provides a camp and cook house at Dobbins for these men. In addition to these fallers, a mechanic and a greaser also work in the woods repairing logging equipment and Diesel trucks. A road crew consisting of 3 employees, a dump truck driver, a water wagon driver, and an operator of road building equipment, maintain the Company's roads in the woods. At Ramirez Station, which is located approximately 33 miles from the woods, the Company maintains a repair shop in which 4 mechanics and a greaser service and repair the Diesel trucks and other logging equipment. There is a loading crew of 7 or 8 men stationed there and the 6 or 8 Diesel truck drivers operate out of this rail head.

The Diesel truck drivers are the only employees supervised exclusively by the temporary truck foreman; he may recommend the hire or discharge of a driver to the logging superintendent who is responsible for all the Company's operations in the entire area. Although

drivers may work in the repair shop at Ramirez during the "off season," and occasionally during the season if their trucks break down, they have no regular duties other than the operation of the Diesel trucks. The record reveals that the operation of a Diesel truck requires definite skill and only men experienced in truck driving are employed by the Company. Furthermore, although the Company maintains a single accounting system for this area at its Sacramento office, the drivers work longer hours than other employees and their compensation varies accordingly. Therefore, it appears that the Company's Diesel truck drivers constitute a homogeneous, skilled group.

We are not persuaded, however, that the record reveals that the interests of the four mechanics and the greaser in the Ramirez shop or the interests of the dump truck driver of the road maintenance crew are more closely related to those of the Diesel truck drivers than to those of other employees. The mechanics and the greaser at Ramirez spend part of their time repairing the Diesel trucks and part repairing other logging equipment; while working on other logging equipment they are not supervised by the temporary truck foreman, but by the logging superintendent. Their hours of work correspond to those of other logging employees rather than to the hours of the truck drivers. Furthermore, it is apparent that different skills are required to service and repair machinery than are required to operate a Diesel truck. While the mechanics and greaser work at Ramirez Station, out of which the truck drivers operate, the geographical arrangement of the logging operations cannot be considered a determinant factor, for the loading crew, which the Teamsters would exclude from its unit, works exclusively at Ramirez. We note, also, that the greaser and the mechanic working in the woods perform the same functions as the men in the shop, yet they are not included by the Teamsters as a part of the unit which it alleges to be appropriate. The dump truck is stationed at Ramirez and the driver, in reporting in and out of his station, is partially supervised by the temporary truck foreman. During the day, he works with the road maintenance crew in the woods and is supervised by the logging superintendent. Because of the nature of the dump truck drivers' work on road repair, we conclude that his interests are more closely related to those of other members of the maintenance crew than to those of the Diesel truck drivers.

From all the foregoing facts, it appears that the Company conducts its logging operations as an integrated enterprise and that an operation-wide unit would be feasible. It further appears, however, that the Diesel truck drivers constitute a homogeneous and skilled group, with interests differing substantially from those of other employees, and that a separate unit of such employees would also be feasible. Accordingly, we shall not make a present finding as to the appropriate

unit or units but shall determine the desires of the employees themselves by directing separate elections among the Diesel truck drivers and among the remaining employees of the Company's Honeycut, Dobbins, and Ramirez operations. Upon the results of the elections will depend, in part, our determination of the appropriate unit or units.²

We shall direct that the questions concerning representation which have arisen be resolved by separate elections by secret ballot among the Company's employees engaged in its logging operations at Honeycut, Dobbins, and Ramirez Station, in each of the following groups described below who were employed during the pay-roll period immediately preceding the date of the Direction of Elections herein, subject to the limitations and additions set forth in the Direction:

Group 1. All Diesel truck drivers, excluding the temporary truck foreman, 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; and

Group 2. All remaining production and maintenance employees, including the dump truck driver, the mechanics and the greaser at Ramirez Station, and the cook house employees, but excluding Diesel truck drivers, the bull buck, the head cook, the assistant woods foreman, the logging superintendent, 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.

DIRECTION OF ELECTIONS

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 Setzer Box Company, Sacramento, California, separate elections 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 Twentieth 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 voting groups described 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 dur-

² *Matter of Wayne Hale*, 61 N. L. R. B. 1305. To the extent that *Matter of Collins Pine Company*, 54 N. L. R. B. 670, is inconsistent with our holding in the instant proceeding, it is hereby overruled.

ing 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 elections, (1) to determine whether the employees in Group 1, described in Section IV, above, desire to be represented by International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 137, AFL, or by International Woodworkers of America, CIO, for the purposes of collective bargaining, or by neither; and (2) to determine whether or not the employees in Group 2, described in Section IV, above, desire to be represented by International Woodworkers of America, CIO, for the purposes of collective bargaining.

Mr. GERARD D. REILLY took no part in the consideration of the above Decision and Direction of Election.