

In the Matter of QUINCY LUMBER COMPANY and INTERNATIONAL  
WOODWORKERS OF AMERICA (CIO)

*Case No. 20-R-1479.—Decided May 3, 1946*

*Mr. C. A. King*, of Quincy, Calif., for the Company.

*Mr. H. H. Watson*, of Greenville, Calif.; *Mr. Joe F. Clark*, of Susanville, Calif., and *Mr. Virgil Burtz*, of Portland, Oreg., for the Woodworkers.

*Mr. Earl Miller*, of Westwood, Calif., *Mr. Charles Langdon*, of Dunsmuir, Calif., and *Mr. W. Yoeman*, of Klamath Falls, Oreg., for the Sawmill Workers.

*Mr. David E. Pitt*, of Spring Garden, Calif., for the United.

*Miss Margaret M. Farmer*, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by International Woodworkers of America (CIO), herein called the Woodworkers, alleging that a question affecting commerce had arisen concerning the representation of employees of Quincy Lumber Company, Quincy, California, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Wallace E. Royster, Trial Examiner. The hearing was held at Quincy, California, on August 27, 1945. The Company, the Lumber and Sawmill Workers, A. F. L., herein called the Sawmill Workers, and United Independent Workers Union, herein called the United, 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 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

Quincy Lumber Company is a Nevada corporation, engaged in logging and in the manufacture of lumber and box shooks near Quincy,  
67 N. L. R. B., No. 144.

California. This proceeding is concerned exclusively with its operations at Sloat, near Quincy. During the calendar year of 1944, the Company's gross revenue was approximately \$1,450,000. Seventy percent of the Company's lumber production is shipped to points outside California.

The Company does not deny, and we find, that it is engaged in commerce within the meaning of the National Labor Relations Act.

## II. THE ORGANIZATIONS INVOLVED

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

Lumber and Sawmill Workers is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

United Independent Workers Union is an unaffiliated labor organization, admitting to membership employees of the Company.

## III. THE QUESTION CONCERNING REPRESENTATION

The Woodworkers claims to represent a majority of the Company's employees. The Company and the United have been since 1940, and are presently operating under a contract of indefinite duration with a 30-day termination clause. The contract, of course, presents no bar to this proceeding.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the Woodworkers and the Sawmill Workers each represents a substantial number of employees in the unit which it contends is appropriate.<sup>1</sup>

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 Woodworkers and the United seek a unit composed of all the Company's production and maintenance employees in both the mill and woods at the Company's Sloat operation. The Sawmill Workers

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<sup>1</sup> The Field Examiner reported that the Woodworkers submitted 89 cards, bearing the names of 81 employees listed on the Company's pay roll of July 31, 1945, which contained the names of 135 employees in the mill-and-woods unit sought by the Woodworkers; and that the Sawmill Workers submitted 38 cards, bearing the names of 33 employees listed on the same pay roll. The United did not submit its membership cards but relied on its closed-shop contract.

The Field Examiner's report shows that there are 110 employees in the mill, and 25 in the woods.

desires two bargaining units, one composed of the woods crew and the other composed of the mill employees, the logging truck drivers, and the maintenance men who repair woods equipment, but excluding the woods crew. The Company has taken no position on the unit.

The business of the Company is primarily the production and distribution of lumber and box shooK. All its operations are integrated to this end. At its mill site the Company operates, under separate foremen, a sawmill, a planer mill, a box factory, and maintains the usual yard and shipping facilities. The logs are cut, under the supervision of its woods foreman, approximately 13 miles from the mill, and transported in logging trucks to the millpond and thence to the mill. Both the woods crew and the mill employees live in a camp or village which the Company has erected near the mill. In the morning the woods crew is transported from the camp to the woods in company trucks and returned to the camp at night.

The United has represented both the mill and woods employees in a single bargaining unit since 1940. The Sawmill Workers, although requesting that this single unit be now divided, has failed to show any compelling reason for departure from the bargaining pattern. In view of the integration of the Company's operations, the fact that the woods and mill employees live together in the same community, and the long period during which these two groups have bargained in one unit, we find that the woods crew and the mill employees together comprise the appropriate unit.

The Woodworkers, the Sawmill Workers, and the United all desire the inclusion of the bull buck in the unit. The Company, although stating that it thought it advisable to include all employees possible within the unit, took no position with respect to the bull buck. The record shows that the bull buck in this case hires, supervises, and can effectively recommend the discharge of a small gang of men who work in advance of the regular woods crew; he is therefore a supervisory employee within our usual definition. However, in view of our established policy regarding bull bucks and certain other types of supervisors in this industry<sup>2</sup> and the desires of the parties herein, we shall include the bull buck in the unit.

We find that all production and maintenance employees of the Company at its Sloat operation, including the chief engineer,<sup>3</sup> woods crew workers and the bull buck, but excluding clerical employees, the shipping clerk, all foremen, and all or any other supervisory employees at the mill with authority to hire, promote, discharge, discipline, or

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<sup>2</sup> *Matter of Coos Bay Lumber Company*, 62 N. L. R. B. 93. *Matter of Fischer Lumber Company*, 62 N. L. R. B. 543; *Matter of Weyerhaeuser Timber Company*, 62 N. L. R. B. 1196. *Matter of Cobbs and Mitchell Company*, 65 N. L. R. B. 488.

<sup>3</sup> The record shows that the chief engineer has no supervisory authority. All parties desire his inclusion in the unit.

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 by secret ballot among 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 Quincy Lumber Company, Quincy, California, 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 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 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 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 they desire to be represented by International Woodworkers of America, CIO, by Lumber and Sawmill Workers, affiliated with the American Federation of Labor, or by United Independent Workers Union, for the purposes of collective bargaining, or by none of these organizations.

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