

parts warehousemen, service station employees, tire, battery, and gas men, truck greasers, office and clerical employees, professional employees, guards, and all supervisors as defined in the Act.⁴

In accordance with the agreement of the parties, and on the record as a whole, we also find that the following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act: All truck drivers, warehousemen, parts warehousemen, service station employees, tire, battery, and gas men, and truck greasers, employed at the Employer's Arco, Idaho, operations, excluding the parts manager and assistant parts manager, office and clerical employees, guards, professional employees, all supervisors as defined in the Act, and all others of the Employer's employees.⁵

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

⁴ The unit description set out in the petition of the Operating Engineers, includes among the duties of the employees the word "supervising," and qualifies the exclusion of supervisors by use of the phrase "excluding valid supervisors." Although the record indicates that the "supervising" duties are related to machine erection rather than to managerial functions, we have corrected the unit described to conform with the Board's established practice.

⁵ Both the IAM and the Operating Engineers disclaimed any interest as to the employees in this unit. Accordingly, we shall direct that only the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 983, AFL, appear on the ballot in the election directed in this unit.

MICHIGAN-CALIFORNIA LUMBER COMPANY *and* LUMBER AND SAWMILL WORKERS LOCAL UNION No. 2749, AFFILIATED WITH UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL, *and* INTERNATIONAL WOODWORKERS OF AMERICA, LOCAL UNION No. 13-286, CIO, PETITIONER. *Case No. 20-RM-79. November 8, 1951*

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 Louis S. Penfield, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.¹

¹ Lumber and Sawmill Workers Local Union No. 2749, affiliated with United Brotherhood of Carpenters and Joiners of America, AFL, herein called the LSU, moved to dismiss the petition upon the grounds that (a) an existing contract is a bar, (b) International Woodworkers of America, Local Union No. 13-286, CIO, herein called the IWA, does not claim to represent an appropriate unit, and (c) an election at the present time is premature. For the reasons given hereinafter, the motion to dismiss is hereby denied.

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 [Chairman Herzog and Members Houston and Murdock].

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

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organizations involved claim to represent certain employees of the Employer.

3. The Employer filed the present petition asserting that it is unable to resolve conflicting claims of representation made by the LSU and the IWA for the same group of employees.

The Employer is engaged in the business of logging and lumbering. Before November 1950, it operated at three locations in Eldorado County, California. At Camino, it ran a planing mill, box factory, and drying yard. At Pino Grande, which is about 35 miles from Camino, it had a sawmill and dry kilns. At a place called Camp 10, approximately 12 miles from Pino Grande, it carried on logging activities. Because of weather conditions, operations at Pino Grande and Camp 10 were seasonal, whereas those at Camino were conducted on a year-round basis.

At the close of the 1950 season, the Employer permanently abandoned both Camp 10 and Pino Grande. It transferred its logging operations to Riverton, which is approximately 16 miles from Camino. At the time of the hearing it was building a new sawmill and new dry kilns at Camino to replace the facilities formerly available at Pino Grande.² It was also reconstructing older facilities at Camino and erecting certain entirely new ones not theretofore found at either Pino Grande or Camino. The work of reconstruction was expected to be completed by the middle of October 1951.

The new installations being erected at Camino are separated from older facilities only by a highway. When the new construction is completed, new and old facilities will be completely integrated under the same supervision. Logs cut at Riverton will be trucked to Camino, dumped into a pond, and thereafter run through the new sawmill and dry kilns. Some of the dried lumber will be sent through the planing mill, some will be shipped in the rough state, and some will be made into box shooks at the box factory.

Before abandonment, Pino Grande had about 150 employees, exclusive of logging employees. The older facilities at Camino employed the same number. The enlarged and reconstructed facilities when fully manned will employ only 150. At the time of the hearing, 50 individuals were working at Camino. In filling remaining positions, the Employer expects to give preference to its old employees,

² The machinery and other equipment at Pino Grande have been sold to a salvage company. Only an insignificant portion has been transferred to Camino.

regardless of whether they formerly worked at Camino or at Pino Grande, depending on (1) ability to perform the job and (2) length of service with the Employer.

In 1941, the IWA was certified as bargaining representative of the railroad, production, and maintenance employees at Pino Grande. Subsequently, by mutual consent the parties added the logging employees at Camp 10 to the unit. Collective bargaining contracts between the parties have covered this enlarged unit. Since 1942, the Employer has bargained with the LSU for all "production, railroad, and maintenance employees at its Camino plant." The most recent contract between the Employer and the LSU was signed in May 1950 and will not expire until April 1, 1952. The LSU asserts that this contract is a bar.³

The new construction at Camino and the transfer to that place of the operations formerly performed at Pino Grande have resulted in considerable change in operations at Camino. Only half the number of employees who formerly worked at both Camino and Pino Grande will be necessary to staff the old and new Camino facilities. Individuals who formerly worked at Pino Grande and were represented by the IWA will have as much chance for jobs at Camino as former workers at the latter place, who have always been represented by the LSU. Because of the integration of new with old facilities at Camino, it is not feasible for bargaining purposes to establish separate units for employees, either on the basis of the former place of employment or of the building in which an individual is now working. Consolidation of Camino and Pino Grande operations at Camino since the signing of the 1950 contract between the Employer and the LSU has materially changed the unit which that contract covered. Under these circumstances, we believe that sound and stable labor relations will best be served by allowing the employees in the reconstituted Camino operation to determine for themselves the labor organization which they now desire to represent them. Accordingly, we find that the 1950 contract between the Employer and the LSU is not a bar to a present determination of representatives.⁴

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 Employer and the LSU contend that an appropriate unit should consist of all production, maintenance, and railroad employees at Camino, excluding logging employees.⁵ The IWA contends that

³ The contract between the Employer and the IWA had a May 1, 1951, anniversary date. It is not clear whether this contract has been automatically renewed or is terminated. In any event, it is not urged as a bar by the IWA.

⁴ Cf. *General Electric Company (Medford Plant)*, 85 NLRB 150.

⁵ Neither the Employer nor the LSU disputes the IWA's right to represent logging employees.

an appropriate unit should comprise either logging employees at Riverton plus sawmill workers at Camino, or logging employees plus all employees at Camino.

Logging operations are now carried on at Riverton, about 16 miles from Camino. From year to year the logging operations will move farther away from Camino. Logging employees are separately supervised, have different skills than, and will not interchange with, Camino employees. Logging operations will be seasonal, whereas the Camino operation will function the year round.

Logging employees at the abandoned Camp 10 were bargained for by the IWA as part of a single unit together with employees at the now abandoned Pino Grande sawmill. However, Camino employees have had a history of bargaining as a separate unit.

In view of the integration of the new sawmill at Camino with other operations at that location, we find that a unit including only sawmill employees at Camino and logging employees at Riverton is not appropriate. Further, because of the long history of separate bargaining for employees at the old Camino plant, and their present separateness from logging employees in respect to work, working conditions, and supervision, we believe that the employees in the enlarged Camino operation may, if they so desire, be represented as a separate unit apart from logging employees.⁶ On the other hand, they may also be included in the same unit with logging employees.

In these circumstances, we shall make no final unit determination until we have first ascertained the desires of the Camino employees. If a majority vote for the LSU, they will be taken to have indicated their desire to constitute a separate appropriate unit, and the Regional Director conducting the election herein is instructed to issue a certification of representatives to the LSU for the unit described in paragraph numbered 4, which the Board, under such circumstances, finds to be appropriate for purposes of collective bargaining. In the event a majority votes for the IWA, the Board finds that a unit comprising logging employees at Riverton and plant employees at Camino to be appropriate and the Regional Director will issue a certificate of results of election to such effect.

We shall direct an election among the following employees: All production, railroad, and maintenance employees at the Employer's Camino, California, plant, excluding logging employees, office and clerical employees, office janitors, watchmen,⁷ guards, professional employees, and supervisors as defined in the Act.

5. The LSU contends that an election at this time is premature. At the time of the hearing, the Employer had in its employ about one-

⁶ *Weyerhaeuser Timber Company*, 62 NLRB 1166.

⁷ The watchmen spend all their time patrolling plant property, guarding against theft and trespassers. We find that they are guards within the meaning of the Act, and therefore, contrary to the contention of both unions, exclude them from the unit.

third of its expected full complement of 150 employees. According to the testimony of its witnesses, the Employer expected to be fully staffed before any election could be conducted.⁸ Under these circumstances, we reject the LSU's contention that an election now is premature.

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

⁸ In its brief received by the Board on October 2, 1951, the Employer states that 110 employees were employed at the time of the writing of the brief.

THE BRUSH BERYLLIUM COMPANY *and* INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION No. 1076, AFL, PETITIONER.
Case No. 8-RC-1272. November 8, 1951

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 Charles A. Fleming, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 [Chairman Herzog and Members Houston and Murdock].

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

1. The Employer is engaged in commerce within the meaning of the Act.

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 to represent a unit composed of all maintenance electricians and their helpers employed at the Employer's Luckey, Ohio, plant. The Employer contends that the proposed unit is inappropriate, asserting that its maintenance electricians are not true craftsmen. The record does not reveal any history of collective bargaining at the Luckey plant.

The Employer is engaged exclusively in the production and fabrication of beryllium metal and oxide for the Atomic Energy Commission. It operates two plants, one located at Cleveland, Ohio, and the other at Luckey, Ohio, which is involved in this proceeding. The maintenance electricians sought herein are a part of the maintenance department of the Luckey plant. This department is under the gen-