

although willing to release them, is also willing to continue to represent them.

Accordingly, we find that the unit requested by the Petitioner is inappropriate, and we shall dismiss the petition.⁶

Order

IT IS HEREBY ORDERED that the petition herein be, and it hereby is, dismissed.

⁶ At the hearing the Petitioner expressed its willingness, alternatively, to represent a unit of paper handlers and truck drivers. Such a unit would be neither a craft group, a departmental group, nor, in view of the Guild's continuing willingness to represent the paper handlers, a group of otherwise unrepresented employees. We find that it, too, is inappropriate.

SMITH'S TRANSFER CORPORATION OF STAUNTON, VA., PETITIONER *and*
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMERICA, LOCAL No. 175 (AFL). *Case*
No. 9-RM-69. January 31, 1952

Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Robert Cohn, 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 Murdock and Styles].

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 Employer is engaged in the transportation of freight by truck in 7 eastern States,¹ where it maintains some 14 terminals. Its operations are divided into 4 divisions,² each under a division manager. The present proceeding is concerned only with the western division, where there are 3 terminals, at Covington, Virginia; Princeton and Charleston, West Virginia. Covington is 80 miles from Princeton, and the latter is 120 miles from Charleston. There are 120 miles between Charleston and Covington.

¹ Virginia, West Virginia, Pennsylvania, Maryland, New York, New Jersey, District of Columbia.

² 1—Western Division, containing the three terminals herein involved; 2—Central Division, containing terminals at Winchester, Harrisonburg, Charlottesville, Lynchburg, and Staunton all in Virginia; 3—Eastern Division containing terminals in New York, Elizabeth, New Jersey, Trenton, New Jersey, and Philadelphia, Pennsylvania; and 4—Baltimore-Washington Division with terminals in these cities.

The evidence indicates that orders issue from the Employer's headquarters at Staunton and are transmitted to the four division managers, each of whom is a member of the board of directors, and through them to the terminal managers in their respective divisions. The terminal manager is responsible for the operation of the terminal and he does all the hiring and discharging. Employees are paid by the terminal manager, seniority is on a terminal basis, and there is no interchange or contact between the employees of the various terminals. Wages and working conditions are not the same at the three terminals in the division.

The Employer urges that the only appropriate unit is one limited to the employees of a single terminal and that the employees of the Princeton terminal constitute an appropriate unit. The Union contends that the only appropriate unit is one embracing all the operations in the State of West Virginia, and that the appropriate unit therefore consists of the employees of both the Princeton and Charleston terminals. The Union is the recognized bargaining agent of the employees of the Charleston terminal. The employees of the Princeton terminal have never had a bargaining agent.

The Board has held that system-wide and division-wide units of employees are appropriate in the transportation industry.³ In the instant case, however, the Union seeks to represent only a part of a division of the Employer's operations, on the ground that it does not admit to membership employees outside the State of West Virginia. However, the Board has held that a Union's limitations as to membership is not controlling on the unit issue.⁴

Under all the circumstances, particularly the virtually autonomous character of the terminals, their wide geographical separation, the lack of interchange and contact among the employees, the individual terminal seniority practice, and the different wage rates and working conditions, we find that the multiterminal unit sought by the Union, without regard to any administrative sector of the Employer's operations, is inappropriate for purposes of collective bargaining.⁵

Although the unit claimed by the Employer could be found to be appropriate,⁶ neither the Union nor any other labor organization is presently claiming to represent the employees in the unit alleged as appropriate in the Employer's petition.⁷ Accordingly, we find that the petition does not raise a question concerning representation within

³ *Central Greyhound Lines, Division of Greyhound Corporation*, 88 NLRB 13.

⁴ *American Republic Corporation*, 78 NLRB 1025.

⁵ *Central Greyhound Lines, supra*; *Groendyke Transport, Inc.*, 92 NLRB 1333. The Employer's administrative unit also includes Covington, Va.

⁶ *Associated Transport, Inc.*, 93 NLRB 1564.

⁷ There is no evidence that the Union is willing to go on the ballot in an election for any unit other than what it claims to be appropriate.

the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act, and we shall therefore dismiss the petition.⁸

Order

IT IS HEREBY ORDERED that the petition herein be, and it hereby is, dismissed.

⁸ *Wm. Wolf Bakery, Inc.*, 97 NLRB 122.

WARREN PETROLEUM CORPORATION *and* OIL WORKERS INTERNATIONAL UNION, CIO, PETITIONER. *Case No. 16-RC-805. January 31, 1952*

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 Y. Latimer, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 appropriate unit:

The Petitioner seeks a unit of all operating, maintenance and plant-clerical employees at the Employer's Holliday, Texas, plant, excluding the superintendent, the chief engineer, the office manager, the chemist, the gang foreman, the welder foreman, the schedule man, the temporary employees, and all supervisors as defined in the Act. The Employer contends that the appropriate unit should include all employees except the superintendent and the chief engineer.

The Employer, whose main office is at Tulsa, Oklahoma, is engaged in the gathering of casinghead gas and in the processing and manufacturing of natural gasoline and other gasoline products, at its Holliday, Texas, plant. There are a total of some 45 employees at the latter plant. The plant superintendent testified that he alone has the power to hire, promote, discharge, and discipline any employee except that the chief engineer, who is directly under him, may effectively recommend such action. All other employees carry out the instructions of the superintendent and the chief engineer and all recommendations on personnel problems are subject to independent investigation by the superintendent.