

decisions depend on the results of the cost analysis which has not been completed. Accordingly, in the absence of more definite plans for a reduction in the Employer's working force, we shall conduct the election in accordance with our usual policies as set forth in the Direction of Election below.

[Text of Direction of Election omitted from publication.]

MEMBER MURDOCK took no part in the consideration of the above Decision and Direction of Election.

Miller Shingle Co., a partnership composed of P. D. Miller and Bruce L. Miller,¹ Petitioner and Local 23-93, International Woodworkers of America, CIO and Puget Sound District Council, Lumber and Sawmill Workers Union, AFL.² Case No. 19-RM-170. November 29, 1955

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 Melton Boyd, 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 organizations involved claim 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 Employer alleges that the appropriate unit is confined to its production and maintenance employees engaged in logging operations at Granite Falls, in Snohomish County, Washington. The Council is in accord with the Employer's unit position. Local 93 contends that a single-employer unit is inappropriate on the ground that, as a minimum, the Employer is associated in multiemployer bargaining with six other employers having operations in Snohomish County.

The Employer's logging operations are within the Douglas fir area of Washington and Oregon. In *Jones & Anderson Logging Company, Inc.*, 114 NLRB 1203, we outlined the bargaining pattern which existed prior to 1954 between employers in the lumber industry

¹ The Employer's name appears as amended at the hearing.

² The Unions are herein called Local 93 and the Council, respectively.

of this area and District 23, International Woodworkers of America, CIO, with whose locals the employers had bargaining relations. The Employer and six other companies who operate in Snohomish County, and who until 1954 had given negotiating authorizations to Tri-County Loggers Association, herein called Tri-County, were associated with the regional pattern of bargaining with District 23. However, on July 15, 1954, the last day of negotiations in Portland, the employers for whom Tri-County had authority to negotiate withdrew their authorizations.

Shortly thereafter, on August 2, Tri-County notified Local 93 that the employers holding contracts with it in Snohomish County had organized the Snohomish Operators Committee, and that the negotiating authorizations formerly held by Tri-County had been given to the new committee. On September 13 and October 1, 1954, this committee, represented by Studebaker, the secretary-manager of Tri-County and legal counsel to the committee members, met with Local 93 relative to the question of signing the governors' stipulation, the nature of which has been noted in the *Jones & Anderson* case above referred to. The first of these meetings foundered on the local union-shop issue. However, at the second meeting the parties signed the governors' stipulation without resolving union-security issues. The Employer, on September 27, had terminated its contract with Local 93.

After the governors' fact-finding committee issued its report on the strike issues in December 1954, the seven Snohomish operators, through Studebaker, arranged for a negotiating session with Local 93 to be held on January 11, 1955. At the outset of this meeting, the employers informed Local 93 that they intended to bargain on an individual-employer basis and not as a group. After a series of similar meetings through May 1955, the Snohomish employers declared an "impasse." Thereupon, Local 93 rejected their last offers. However, in June 1955, a basis of agreement was reached between six of the employers and Local 93, resulting in contracts signed by these parties. The Employer did not sign and at no time since has signed an agreement with Local 93.

Upon the basis of the foregoing and the entire record, without deciding whether or not the 1955 negotiations between the Snohomish employers and Local 93 were multiemployer in scope, we do not believe that the Employer has engaged in conduct inconsistent with its present intent, as evidenced by its filing of an RM petition,³ to bargain on an individual-employer basis.⁴ The unit alleged by the Employer is therefore appropriate.

We find that all production and maintenance employees engaged in logging operations at the Employer's Granite Falls, Washington,

³ See *Owens-Illinois Glass Company*, 112 NLRB 172.

⁴ See *Reid Murdock, et al.*, 107 NLRB 155; *Bagley Produce Company*, 108 NLRB 1267.

operations, excluding sawmill employees, office clerical employees, guards, and supervisors as defined in the Act, constitute an appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.⁵

[Text of Direction of Election omitted from publication.]

MEMBER MURDOCK took no part in the consideration of the above Decision and Direction of Election.

⁵ The unit description was stipulated by the parties.

United Cigar-Whelan Stores Corporation and Whelan Drug Company, Inc. and United Transport Workers of America, Ind.
Case No. 10-CA-2023. November 30, 1955

DECISION AND ORDER

On July 1, 1955, Trial Examiner George Bokar issued his Intermediate Report in the above-entitled proceeding, finding that Respondent Whelan Drug Company, Inc., herein called Whelan, had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. The Trial Examiner also found that Respondent Whelan had not engaged in certain other unfair labor practices and that Respondent United Cigar-Whelan Stores Corporation, herein called United, had not violated the Act, as alleged in the complaint, and recommended that these allegations be dismissed. Thereafter, Respondent Whelan filed exceptions to the Intermediate Report, and a supporting brief. Whelan's request for oral argument is denied, as the record, including the exceptions and briefs, adequately presents the issues and the positions of the parties.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with such modifications as are reflected below.

1. The General Counsel contended in the complaint and at the hearing that Respondents United and Whelan constituted a single employer under the Act, which, if true, would concededly bring both Respondents within the Board's standard for assertion of jurisdiction