

proceeding, the propriety of which I question; and because I believe that these issues warrant further consideration by all the Members of the Board, I would grant the motions for reconsideration and would hear oral argument.

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**Wells Cargo Inc. and Operating Engineers Local No. 3, International Union of Operating Engineers, AFL-CIO, Petitioner.**  
*Case No. 20-RC-3096. October 3, 1956*

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 Shirley N. Bingham, 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 Petitioner seeks a unit of all shop employees at the Reno shop, excluding transport drivers, office clerical employees, watchmen, guards, and supervisors. The joint Intervenor, Local Lodge No. 801, International Association of Machinists and Local 533, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, asks that the petition herein be dismissed urging the inappropriateness of the above unit and contending that the requested unit is a segment of the Employer's maintenance unit. It argues that the appropriate unit should include all shop employees at all the Employer's trucking terminals in the Reno division, but states that it desires to be placed on the ballot if the Board finds a unit limited to the Reno shop appropriate. The Employer, although agreeing with the Petitioner that the Reno shop employees should be separately represented contends that there should be 2 units, 1 of machinists and 1 including tiremen, greasers, and washmen.

The Employer is engaged in trucking, road construction, and mining, and holds a certificate for commodities in the States of Oregon, Idaho, Utah, and Arizona, and a general contractor's license for construction in the State of Nevada. Headquarters for the construction division is located at Las Vegas, Nevada, and Arizona and Idaho terminals are under this division. Under the Reno office, the trucking division headquarters, are three terminals located in Luning, Battle Mountain,

and Yerington, Nevada, and a terminal located at Lone Pine, California.

The distance between the Reno shop and Luning terminal is 165 miles, between Reno and Battle Mountain, 210 miles, between Reno and Yerington, 80 miles, and between Reno and Lone Pine, California, 280 miles. Each terminal is under the management of a superintendent who hires and discharges the terminal employees and directs the terminal operations in accordance with the Employer's general policy. They are not responsible, from a supervisory standpoint, to the Reno superintendent. Major maintenance repairs, however, are made at the Reno shop as the other shops are not equipped to make such repair. At the Battle Mountain and Luning terminals there are approximately 2 mechanics and 2 greasers who perform minor repairs and maintenance, at Yerington, there are approximately 2 greasers and 2 tiremen, and usually, there are no employees in these classifications at the Lone Pine terminal.

Separate payrolls are maintained for each terminal, but all payroll operations are conducted at the Reno office for those terminals in its operational chain. The time of the outlying terminal employees is sent to the Reno payroll department where the necessary deductions and adjustments are made and checks are issued and mailed to the superintendent of each operation. All employees not under the Teamsters' health and welfare plan are covered by the Employer's health and welfare plan. Other fringe benefits are the same at the outlying terminals as they are at the Reno shop.

Prior to 1953, the Teamsters Local 533, had a collective-bargaining agreement covering the truckdrivers that included tiremen and greasers at the Employer's terminals at Luning, Yerington, Battle Mountain, and Reno. Since 1954, the drivers' unit has been limited to truckdrivers of which there are approximately 150 employed by the Employer with approximately 35 working in Reno. The drivers are not involved herein.

No labor organization here seeks to represent the Employer's employees in a more comprehensive unit than the single terminal unit sought by the Petitioner, and there has been no bargaining history for the employees sought herein for the past 2 years; and, there is no interchange of employees among the Employer's terminals, each of which to a certain degree functions as an autonomous unit. Accordingly, we find that a unit limited in scope to employees at the Employer's terminal at Reno, Nevada, is appropriate for the purposes of collective bargaining.<sup>1</sup>

The Employer urges that there should be two units at the Reno shop instead of a single unit which the Petitioner seeks. The Reno

<sup>1</sup> See *Jocie Motor Lines, Inc.*, 112 NLRB 1201.

shop is rectangular in shape and divided into numerous stalls where various operations are conducted. All the employees work in these stalls with the exception of the washers whose washrack and steam cleaner is just outside the shop. Under the general supervision of the maintenance superintendent, there are 30 to 35 employees. The classifications include greasers, washrack men, painters, tiremen, welders, floor mechanics, heavy duty mechanics, an electrician, a blacksmith, machinists, and machinist's helper. All are engaged in the repair, maintenance, and overhauling of trucks. All employees are hourly paid.

The shop foreman who is responsible to the general superintendent, is the immediate supervisor of the washers, greasers, and tire service employees who work three shifts. He has the authority to hire and discharge those employees whose work he directs. Other employees in the shop are responsible directly to the general superintendent. Practically all employees at the Reno shop have begun in classifications lower than the classification they now hold, and have progressed according to their demonstrated ability.

The above facts and the entire record establish that the employees working at the Reno shop have close, common interests with respect to their terms and conditions of employment. There is clearly no merit in the Employer's contention that there should be two units of these employees.<sup>2</sup> Accordingly, we find that the following unit of employees is appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All employees employed at the Reno shop at Reno, Nevada, excluding transport drivers, office clerical employees, watchmen, guards, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

<sup>2</sup> See *The Duval Engineering and Contracting Company*, 109 NLRB 863.

**Duval Sulphur & Potash Co. and United Stone and Allied Products Workers of America, AFL-CIO, Petitioner**

**Duval Sulphur & Potash Co. and International Union of Mine Mill & Smelter Workers Local Union 415, Petitioner.** *Cases Nos. 33-RC-549, 33-RC-555, 33-RC-572, 33-RC-573, and 33-RC-567. October 4, 1956*

**ORDER DIRECTING SECOND ELECTION**

Pursuant to a Decision and Direction of Election<sup>1</sup> dated September 12, 1956, an election by secret ballot was conducted on September 28,

<sup>1</sup> 116 NLRB 1073.

116 NLRB No. 170.