

Accordingly, in agreement with the Regional Director's recommendations, we hereby overrule all the objections. As the Petitioner has secured a majority of the valid votes cast, we shall certify it as the bargaining representative of the employees in the appropriate unit.

[The Board certified International Union, United Automobile, Aircraft & Agricultural Implement Workers of America, AFL-CIO, as the collective-bargaining representative of the employees of the Employer, in the stipulated unit set forth in paragraph 4 herein.]

MEMBER JENKINS, dissenting:

I disagree with my colleagues insofar as they would permit observers designated by any party to wear insignia, apart from insignia which merely identifies, at the polls during polling hours. If such insignia partakes of electioneering and urges the voters to vote for or against a party to the election it should, in accordance with past Board practice, be removed from the person of the observer. Sanction of the wearing of such insignia will make it impossible to control electioneering at the polls by insignia, placards, signs, and other devices and will only serve to open the door to a multitude of practices to which objections will be filed and to which valid criteria can no longer be applied. This decision, together with the Board's recent decision in *George K. Garrett Company, Inc.*, 120 NLRB 484, effectively impair the authority of the Board agent to impose proper standards of conduct upon the parties at the polls.

Arcata Plywood Corporation, Fortuna Veneer Company, Orleans Veneer and Lumber Company¹ and Brotherhood of Teamsters, Warehousemen & Auto Truck Drivers, Local 684, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Petitioner. Case No. 20-RC-3463. June 25, 1958

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 Albert Schneider, 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 National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Rodgers and Bean].

¹ The name of this employer appears as corrected at the hearing.

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

1. The Employers are engaged in commerce within the meaning of the Act.

2. The labor organization involved claims to represent certain employees of the Employers.

3. A question affecting commerce exists concerning the representation of certain employees of the Employers within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The Petitioner seeks to represent in a single unit all truckdrivers and truck maintenance men employed by Arcata Plywood Corporation, Fortuna Veneer Company, and Orleans Veneer and Lumber Company. The companies moved to dismiss the petition, contending that the unit sought is inappropriate because: (1) The companies are engaged in the lumber industry and, under the holding in *Weyerhaeuser Timber Company*,² craft or departmental units are not appropriate in that industry; (2) the truckdrivers and maintenance men are included in existing production and maintenance units; and (3) the employees sought do not constitute an appropriate residual unit as there are other unrepresented production and maintenance employees whom the Petitioner does not seek to include in its unit. The companies further contend that, if the Board denies its motion to dismiss, separate units, one for each plant, should be found appropriate.

Arcata Plywood Corporation and Fortuna Veneer Company, whose plants are 26 miles apart, are engaged in the manufacture of veneer and plywood. Orleans Veneer and Lumber Company, whose plant is about 100 miles from the plants of the other two companies, manufactures only veneer. Some of the Orleans veneer is sold to Arcata and Fortuna. None of the companies is engaged in logging operations; logs are brought to the plants by contract loggers.

Fortuna owns 10 trucks, but operates none of them. Four are leased to Arcata, 4 to Orleans, and 2 to the Rochlin Veneer and Lumber Company at Willow Creek, California.³ Arcata employs 10 truckdrivers, 4 of whom are assigned to the 2 trucks that operate between its plant and those of Orleans and Rochlin Veneer, hauling veneer to Arcata. Six drivers are assigned to the other two trucks which haul veneer to the Plywood Manufacturing Company, Inc., in Torrance, California. Orleans employs 7 drivers who operate 4 trucks, delivering veneer from Orleans to Arcata and Fortuna. Fortuna operates a truck maintenance shop in Arcata, California, adjacent to the Arcata plant but not on its property. There are four

² 87 NLRB 1076.

³ This company, also owned by the Rochlin family, is not involved in the instant proceeding.

employees in this shop who perform all the maintenance work, tire changing, and lubrication on the trucks.

In 1951 Lumber and Sawmill Workers, Local Union No. 2808,⁴ was certified as the exclusive bargaining representative of "all production, maintenance, transportation employees" at Arcata, with the usual exclusions. In 1955 the same union was certified at Orleans for "all production and maintenance, shop, power house, yard employees." There have been no Board proceedings involving Fortuna, but since 1953 that employer has recognized Plywood and Mill Workers Local Union No. 3008 as the representative of "all the employees" in the company's employ except executives, office employees, superintendents, and foremen. Collective-bargaining contracts, which are not here alleged as a bar, have been entered into and extended by the companies and the respective unions. At no time, however, have the unions sought to bargain for, nor has bargaining ever existed for, the truckdrivers or maintenance shop employees here sought by the Petitioner.

The Companies, as noted above, are engaged in the manufacture of veneer and plywood. This involves cutting the logs into blocks, stripping the bark off the blocks, and running the blocks through lathes to peel them into veneer, which are thin sheets of wood. The veneer is then dried, graded, and glued together cross-grain. After a specified time in the press, depending on the number of sheets of veneer, the finished plywood is obtained. We find, contrary to the Companies' contention, that they are not engaged in that portion of the "lumber industry" to which the *Weyerhaeuser Timber* doctrine is applicable.⁵ The unions certified at Arcata and Orleans and recognized by Fortuna have never sought to bargain for these drivers or maintenance shop men. In fact, Lumber Workers Local No. 2808, when notified of the hearing in this case, disclaimed any and all interest in these employees. Accordingly, we find that the truckdrivers and truck maintenance shop men are not included within the bargaining units for which other unions are acting as representatives. Moreover, even if they were so included, these employees constitute a functionally distinct group which, the Board has long held, may be severed from a broader unit.⁶ Accordingly, the Companies' motion to dismiss is denied.

Arcata is a corporation, all the stock of which is owned by Abe and Sonja Rochlin. Fortuna is a partnership, owned by Larry Rochlin and Franz Boschwitz, son and son-in-law of the Rochlins, for themselves and as trustees for their children. Orleans is a corporation, all

⁴ This is the present name and local number of the union, as the result of a merger in 1955.

⁵ See *J H Baxter and Company*, 118 NLRB 682; *Burke Millwork Co., Inc.*, 100 NLRB 522; *Brookings Plywood Corporation*, 98 NLRB 794.

⁶ *Sherman White and Company*, 109 NLRB 1.

the stock of which is held by Abe, Sonja, and Larry Rochlin and Franz Boschwitz. No one outside the Rochlin family holds any interest in the three Companies.

One general office at Arcata handles all accounting and office work for the three Companies. Separate payrolls are sent to Arcata and prepared there. Although each plant has its own plant manager, Larry Rochlin is general manager, Strauser is controller, and Bieberstein is chief engineer, of all three. Fortuna and Orleans pay a fee to Arcata for these central services and as part of the salaries of the above three men. Boyes, employed by Fortuna, assists Bieberstein and directly supervises all truckdrivers and the truck maintenance shop. Drivers are hired by Bieberstein or Boyes, and Boyes sets up the work schedule for all drivers in addition to acting as dispatcher.

In the past, Strauser has negotiated separate contracts for the three Companies. Thus, the Companies contend that this history of separate collective bargaining precludes the multiemployer unit sought by the Petitioner. We do not agree. The provisions of the separate contracts are virtually identical, with only minor variations with respect to rates of pay. Further, the Board has held that the bargaining history for one group of organized employees, though persuasive, should not invariably control the bargaining pattern for every other group of unorganized employees.⁷

In view of the interrelation of operations among the three Companies, common ownership and management, and centralized control of labor relations, we find, contrary to the contention of the Companies, that Arcata, Fortuna, and Orleans constitute a single employer within the meaning of Section 2 (2) of the Act,⁸ and that their truckdrivers and truck maintenance shop employees comprise a single appropriate unit for the purposes of collective bargaining.

We find that the following employees of Arcata Plywood Corporation, Fortuna Veneer Company, and Orleans Veneer and Lumber Company, at their operations at Arcata and Orleans, California, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All over-the-road truckdrivers, lubrication men, and automotive maintenance men, but excluding all other employees, office clerical employees, guards, supervisors as defined in the Act, and all employees presently covered by the collective-bargaining contracts between the above-named Companies and Lumber and Sawmill Workers, Local Union No. 2808 and Plywood and Mill Workers, Local Union No. 3008.

[Text of Direction of Election omitted from publication.]

⁷ *Joseph E. Seagram & Sons, Inc.*, 101 NLRB 101; *Lownsbury Chevrolet Company*, 101 NLRB 1752

⁸ *Commercial Equipment Company, Inc.*, 95 NLRB 354.