found to be unfair labor practices, tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(b)(1)(A) and (2), the Trial Examiner will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

In order to make effective the interdependent guarantee of Section 7, to prevent a recurrence of unfair labor practices and thereby minimize industrial strife which burdens and obstructs commerce and thus effectuate the policies of the Act, the Trial Examiner will recommend that Respondent cease and desist from in any manner infringing upon the rights of the employees or prospective employees of Spiegelberg Lumber and Building Company, or of any other employer, guaranteed in Section 7 of the Act.

As it has been found that Respondent, in violation of the Act, caused Spiegelberg Lumber and Building Company to discharge Guy W. Jones, the Trial Examiner shall recommend that it make him whole for any loss of pay he may have suffered because of the discrimination against him by payment to him of a sum of money equal to the amount he would normally have earned as wages, less his net earnings during the period.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, the Trial Examiner makes the following:

CONCLUSIONS OF LAW

1. International Association of Bridge, Structural and Ornamental Iron Workers, Local No. 494, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.
2. Spiegelberg Lumber and Building Company, Laramie, Wyoming, is an employer within the meaning of Section 2(2) of the Act.
3. By restraining and coercing employees of Spiegelberg Lumber and Building Company in the exercise of the rights guaranteed in Section 7 of the Act, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.
4. By causing and attempting to cause Spiegelberg Lumber and Building Company, an employer, to discriminate against its employees, in violation of Section 8(a)(3) of the Act, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(2) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]

Zanetti Riverton Bus Lines[1] *and* International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 307, Petitioner.

Case No. 30–RC–1832. August 29, 1960

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before John S. Healey, 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 a State-licensed contract carrier transporting employees by bus to and from the jobsites of three companies in

[1] The name of the Employer appears as amended at the hearing.

Wyoming. It conducts its operations entirely within the State. It operates at Riverton as Zanetti Riverton Bus Lines, Inc. and at Rock Springs and Jeffrey City as Zanetti Bus Lines, Inc. Mr. Pete Zanetti is president of both corporations and supervises all operations from a central office at Rock Springs. The same three officers serve both corporations.

The Employer has existing contracts with Intermountain Chemical Company, Western Nuclear Corporation, and the Lucky Mac Division of the Utah Construction and Mining Company to transport the employees of these companies to and from work. The trip distances range from 58 to 106 miles on a round-trip basis. The Employer does not transport members of the general public on these trips.

The contracts between the Employer and two companies, Intermountain Chemical Company and Lucky Mac Division of the Utah Construction and Mining Company, provide that these companies will reimburse the Employer for each round trip furnished. Employees purchase a book of trip tickets from the two companies. The third company, Western Nuclear Corporation, furnishes the Employer's transportation services to its own employees without charge.

The Employer's contracts with Intermountain Chemical Company and Lucky Mac Division of the Utah Construction and Mining Company each exceed $50,000 annually. Both companies ship products out-of-State in excess of $50,000 annually.

In view of the foregoing, we find that the two corporations are a single employer within the meaning of the Act. As the Employer renders its services to the companies by virtue of contractual agreements, and does not transport members of the general public during its trips, and as all of its gross annual revenue is derived from transporting employees of the above-mentioned companies to and from work, we further find that the Employer's operations are not those of a public transit system.[2] As the Employer renders services valued in excess of $50,000 to companies which in turn ship goods outside the State of Wyoming valued in excess of $50,000, we find that it will effectuate the policies of the Act to assert jurisdiction herein.[3]

2. The labor organizations involved claim to represent certain employees of the Employer.[4]

3. No 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.

The Petitioner seeks a unit of busdrivers and shop employees at the Employer's Riverton, Wyoming, location or, alternatively, at

[2] *Charleston Transit Company*, 123 NLRB 1296.

[3] *Siemons Mailing Service*, 122 NLRB 81. See also *Potash Mines Transportation Company, Inc.*, 116 NLRB 1295.

[4] District No 50, United Mine Workers of America, was permitted to intervene at the hearing on the basis of an alleged contract interest.

both Riverton and Jeffrey City. The Petitioner stated at the hearing that it did not wish to represent the employees at Rock Springs. The Intervenor [5] contends that the only appropriate unit consists of all the Employer's employees at three locations—Riverton, Jeffrey City, and Rock Springs.

Riverton is about 142 miles distant from Rock Springs and 80 miles from Jeffrey City, while the latter is 162 miles from Rock Springs. The Intervenor has represented the employees at Rock Springs since 1941 and at the other two locations since 1958. The collective-bargaining contract between them covers the employees on an overall basis. The service rendered by the Employer at each location is the same, and the employees have similar duties and working conditions. They also have the same wage rates, except that Riverton drivers receive $1 extra for a dirt road trip in that area. There has been some interchange of the employees among the three locations and more is anticipated. We find that the Petitioner's unit request is too narrow in scope and therefore, in view of the Petitioner's disclaimer as to the employees at Rock Springs, shall dismiss the petition.

[The Board dismissed the petition.]

[5] The Intervenor moved to dismiss the petition on the ground that an existing collective-bargaining contract with the Employer operates as a bar to this proceeding. The contract, dated November 1, 1959, recites that it is to be effective through October 31, 1961, and is automatically renewable from year to year. The petition was filed March 15, 1960.

Article 1, section 1 of the contract contains the following provision:

> . . . All employees now employed and all new employees hereinafter employed, shall become members of the Union within thirty (30) days after date of employment, and shall remain members of the Union in good standing as a condition of continued employment.

This union-security provision fails to grant the 30-day statutory grace period within which nonmember incumbent employees are not required to join the Intervenor. It thereby fails to conform to Section 8(a)(3) of the Act and is not a bar *Sanford Plastics Corporation*, 123 NLRB 1499, 1500. See also *Red and White Airway Cab Company*, 123 NLRB 83, 84. In view of our disposition of this issue, we find it unnecessary to rule on other contract-bar contentions raised by the Intervenor.

J. R. Simplot Food Processing Division at Caldwell, Idaho *and* American Federation of Grain Millers, Petitioner. *Case No. 19-RC-2584. August 29, 1960*

DECISION AND DIRECTION OF ELECTIONS

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing [1] was held before Thomas K. Cassidy, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

[1] At the hearing the formal papers were amended to show the correct name of the Employer.