conditions, and that selection of this figure will insure a representative vote. We therefore find that laborers who worked 50 hours or more at any time during 1959 are eligible. To insure that these laborers are still in the industry, we shall further require that their names shall have appeared on at least one daily payroll during 1960 preceding issuance of the Direction of Election herein.[3]

[Text of Direction of Election omitted from publication.]

[3] See *Toledo Marine Terminals, Inc.*, 123 NLRB 583.

Joseph Crowden and Thomas Crowden, a Partnership, d/b/a Indiana Bottled Gas Company *and* District 50, United Mine Workers of America, Petitioner. *Case No. 25–RC–1818. August 31, 1960*

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 Arthur Hailey, 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 contends that the Board should not assert jurisdiction. The Employer is a partnership engaged in the wholesale and retail distribution of liquid petroleum, or propane, gas. Its 3 bulk plants are located in Indiana, and its sales are made in 13 cities in Indiana and 2 cities in Illinois. During 1959, the Employer purchased propane worth $172,000 which was manufactured in the State of Indiana, and propane worth $12,000 which was manufactured in Texas, Oklahoma, and Louisiana, and shipped directly to the Employer. Its gross annual sales amounted to $591,998, of which $25,000 represented sales in Illinois and the remainder represented sales in Indiana. Of the total sales, at least $45,000 represented wholesale sales to manufacturers, restaurants, and motels. The remaining sales were made to homeowners.

It is evident that the Employer's business is a single integrated enterprise, encompassing the distribution of its product at both wholesale and retail. The Board has determined that it will assert jurisdiction over this type of enterprise if the employer's total operations meet either the Board's retail or nonretail jurisdictional standard.[1] As the Employer's gross volume of business exceeds $500,000 annually, it falls within the retail jurisdictional standard.[2] We therefore find that the

[1] *Man Products, Inc.*, 128 NLRB 546.

[2] *Carolina Supply and Cement Company*, 122 NLRB 88. We find no merit in the Employer's contention that the value of sales made through distributors stipulated by the parties to be independent contractors should be excluded when computing gross

Employer is engaged in commerce within the meaning of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

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 Employer and the Petitioner agree to the appropriateness of an employerwide unit of all employees employed at the Employer's bulk plants, service department, and branch locations, including servicemen, gas deliverymen, spray painters, and transport drivers. The parties disagree as to the unit placement of the classifications discussed below.

The Employer would include sales representatives while the Petitioner would exclude them as supervisors. These individuals design heating equipment and estimate installation and operating costs. After installation, the sales representatives check out the job and make minor adjustments. They possess none of the indicia of supervisory authority set forth in Section 2(11) of the Act. We therefore find that they are not supervisors within the meaning of the Act; and, as their interests are similar to those of other employees whom the parties agreed to include in the unit, we shall include the sale representatives.

The parties agreed to include all individuals classified as branch managers except the one located at Lafayette, Indiana, whom the Employer would include, but the Petitioner would exclude as a supervisor. While each of the other branch managers is the only employee at his location, the Lafayette branch manager is in charge of two employees as to whom he has authority to hire and discharge. Under these circumstances, we find that the Lafayette branch manager is a supervisor within the meaning of the Act, and we shall therefore exclude him from the unit.

Accordingly, we find that the following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees [3] at the Employer's Indiana and Illinois operations, including regular part-time employees,[4] servicemen, gas deliverymen,

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volume for the purpose of applying the retail standard on the ground that such sales were nonretail. Determination of jurisdiction is based on the impact on commerce of an employer's total operations See *Appliance Supply Company*, 127 NLRB 319.

[3] The parties agreed to exclude those distributors stipulated to be independent contractors

[4] The Employer would include 13 individuals who have been employed on a part-time basis, while the Petitioner would exclude them. Some are employed on a regular part-time basis the year around, and their work is similar to that of full-time employees. We therefore include them as regular part-time employees. The remainder are employed during the busy season—November through January or February—for periods of a week or two at a time and also as replacements for employees who are ill. Although one of the partners testified that the Employer would probably recall some of those who have

spray painters, transport drivers, and sales representatives, but excluding all office clerical employees, temporary and casual employees, the branch manager at Lafayette, Indiana, and all other supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

filled in on this basis over a period of 2 or 3 years, the record does not indicate that they were notified of any possibility of recall nor that any of them have been recalled regularly. These individuals appear to be temporary and casual employees, and we shall therefore exclude them *Freeman Loader Corp*, 127 NLRB 514; *F. W Woolworth Company*, 119 NLRB 480, 484; *Great Atlantic and Pacific Tea Company, National Bakery Division*, 116 NLRB 1463, 1467.

Pickering Lumber Corporation *and* Western States Regional Council #3, International Woodworkers of America, AFL–CIO, Petitioner. *Cases Nos. 20–RC–4206 and 20–RC–4207. August 31, 1960*

DECISION AND DIRECTION OF ELECTIONS

Upon petitions duly filed under Section 9(c) of the National Labor Relations Act, a consolidated 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 Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Jenkins and Fanning].

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.[1]

3. The Petitioner seeks separate plantwide units at the Employer's Westside Division and Standard Division Wood Products Manufacturing Plants. The Employer and Intervenor contend that the petitions which were filed on May 3, 1960, are barred by their present contracts covering employees in the requested units. These contracts were entered into on August 7, 1958, and carry an April 1, 1961, expiration date. Such contracts of more than 2 years' duration are under Board rules a bar to a petition for only the first 2 years. A petition is, therefore, timely if filed more than 60 days, but less than 150 from the end of such 2-year term.[2] Here the fixed 2-year period

[1] Lumber and Sawmill Workers Union, Local No 2810, of the United Brotherhood of Carpenters and Joiners of America, AFL–CIO and Lumber and Sawmill Workers Union, Local No. 2652, of the United Brotherhood of Carpenters and Joiners of America, AFL–CIO intervened in Cases Nos 20–RC–4206 and 20–RC–4207, respectively, on the basis of their current contracts covering employees in the requested units

[2] *Pacific Coast Association of Pulp and Paper Manufacturers*, 121 NLRB 990, 993.