

WE WILL bargain collectively, upon request, with the above-named Union as the exclusive representative of all employees in the bargaining unit described below with respect to rates of pay, hours of employment, and other conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All production and maintenance employees employed by us at our Houston, Texas, establishment, including truckdrivers and plant clericals, but excluding office clerical employees, professional employees, guards, watchmen, and supervisors as defined in the Act.

WE WILL, upon their application, offer reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, to all our employees in the above bargaining unit, if any there be, who engaged in the strike beginning on March 11, 1963, and who have not heretofore been duly offered such reinstatement, and make them whole for any loss of pay suffered as a result of our refusal, if any, to reinstate them upon such application.

All our employees are free to become, remain, or refrain from becoming or remaining members of United Steelworkers of America, AFL-CIO, or any other labor organization.

SCHILL STEEL PRODUCTS, INC.,
Employer.

Dated----- By-----
(Representative) (Title)

NOTE: We will notify any of the above-mentioned employees presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service Act and the Universal Military Training and Service Act of 1948, as amended, after discharge from the Armed Forces.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, 6617 Federal Office Building, 515 Rusk Avenue, Houston 2, Texas, Telephone No. Capitol 8-0611, Extension 271, if they have any question concerning this notice or compliance with its provisions.

The West Side Lumber Co., the F. A. Requarth Co., the Peter Kuntz Lumber Company, the Kuntz Johnson Lumber Company, Petitioner and General Truck Drivers, Chauffeurs, Warehousemen and Helpers Local Union No. 957, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America¹

The West Side Lumber Co., the F. A. Requarth Co., the Peter Kuntz Lumber Company, Petitioner and Millmen's Local 684, United Brotherhood of Carpenters and Joiners of America, AFL-CIO.² Cases Nos. 9-RM-259, 9-RM-262, 9-RM-263, 9-RM-265, 9-RM-260, 9-RM-261, and 9-RM-264. August 20, 1963

DECISION AND ORDER CLARIFYING CERTIFICATIONS

On May 23, 1961, in Cases Nos. 9-RM-259, 9-RM-262, 9-RM-263, and 9-RM-265, the Teamsters was certified as the collective-bargaining representative for a multiemployer unit of all truck-

¹ Herein called Teamsters.

² Herein called Carpenters.

drivers, yardmen, and laborers, and in Cases Nos. 9-RM-260, 9-RM-261, and 9-RM-264, the Carpenters was certified as the collective-bargaining representative for a multiemployer unit of all carpenters and millmen.

Thereafter, on March 25, 1963, the Peter Kuntz Lumber Company, one of the participating companies, and herein called the Employer, filed a motion for clarification of the said bargaining units with respect to its operations, alleging that a dispute exists between Teamsters and Carpenters as to the proper unit inclusion of the following job classifications: truss assembler, saw man—prefabrication department, layout man. It requested that the Board determine the appropriate unit placement of each of the said classifications. On April 19, 1963, the Carpenters filed its statement of position on the motion and by telegram dated April 19, 1963, the Teamsters requested a hearing on the issues. On May 17, 1963, the Board referred the matter to the Regional Director for the Ninth Region for the purpose of taking testimony on the issues raised by the Employer's motion. Thereafter, a hearing was held on June 5, 1963, before Alan D. Greene, hearing officer. All parties appeared and participated. 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 proceeding to a three-member panel [Members Leedom, Fanning, and Brown].

Upon the entire record, the Board finds:

The Employer is engaged in the buying, warehousing, and sale of lumber, the cutting and finishing of lumber according to architects' specifications, and the manufacture of prefabricated trusses and wall panels. Its operations are divided into four departments. The mill department is located in a separate building 100 feet from the Employer's other facilities. In this department, the journeymen carpenters are in the Carpenters unit and are engaged in the skilled work of cutting and finishing lumber under the supervision of the mill superintendent. The yard department and the delivery department are both under the supervision of the yard superintendent. The employees in these departments are unskilled and are in the Teamsters unit. They drive delivery trucks, load, unload, and stack lumber in the lumber building, and deliver lumber to, and finished product from, the mill and prefabrication departments. The prefabrication department, located in the lumber building, is also under the supervision of the yard superintendent. Here the prefabricated trusses and wall panels are manufactured. The employee classifications with which the motion for clarification is concerned are in this department. Unskilled yard department employees assist

in the prefabrication department for periods of less than 50 percent of their working time.

Although the positions of the Unions on the motion indicated disagreement as to the unit placement of truss assemblers, saw men—prefabrication department, and layout man, they agreed at the hearing that the truss assemblers and the saw men should be included, respectively, in the Teamsters and Carpenters units. Thus, the sole remaining issue between them concerns the unit placement of the layout man and his helper. The Employer agreed that the saw man should be in the Carpenters unit but took a neutral position with respect to the unit placement of the other two classifications. The Teamsters contends that the layout man and his helper belong in its unit, which covers all employees except the journeymen carpenters, because they have the same employment interests as the yard and delivery employees. The Carpenters, on the other hand, contends that the jobs of the layout man and his helper are basically skilled carpentry work, and therefore they belong to its unit.

The record shows that the prefabrication department, unlike the Employer's other departments, is not a full-time operation. The two saw men work there practically full time. All other employees who work in the prefabrication department, including the disputed layout man and his helper, and the truss assembler, spend less than 50 percent of their time in prefabrication work and the remainder of their time in the yard department working as unskilled truck-drivers or loaders.

The saw men are journeymen carpenters engaged in substantially the same skilled work as the saw men in the mill department where they also occasionally do skilled work. In accordance with the agreement of the parties we find that the saw men—prefabrication department are appropriately part of the Carpenters unit.

The work of the truss assemblers, unlike that of the saw men, is unskilled and requires no training. The Unions agree, and we find, that they belong in the Teamsters unit.

The layout man has had a "2 weeks" instruction course in layout work. His helper does not require and has had no special training. Occasionally the layout man and his helper are assisted by yard employees who have had no special training. Layout work consists of taking from drawings the dimensions of a particular panel and marking on a "layout strip" of lumber a full-scale measurement of the panel. The panel is then constructed from boards measured by direct application to the marks on the "layout strip." Although carpenters traditionally do layout work when panels are cut at the construction site, they do not use layout strips, as do the layout men herein, but rather use a 2-foot carpenters' square, which is a tool of that craft.

The record fails to establish that the layout man and his helper exercise craft skills comparable to the carpenters or that they have interests in common with the carpenters. On the contrary, they are relatively unskilled employees whose interests and conditions of employment are similar to those of the yard and delivery employees represented by the Teamsters. Accordingly, we find that the layout man and his helper are appropriately a part of the Teamsters unit.³

[The Board amended the Certification of Representative issued in Cases Nos. 9-RM-260, 9-RM-261, and 9-RM-264 on May 23, 1961, to include in the unit description therein the classification of saw man—prefabrication department of Peter Kuntz Lumber Company; and in Cases Nos. 9-RM-259, 9-RM-262, 9-RM-263, and 9-RM-265 to include in the unit description therein the classifications of truss assembler and of layout man and his helper.]

³ See *Lumber and Millwork Industry Labor Committee of Cleveland, Ohio, et al.*, 136 NLRB 1083, 1085. Compare *Lumber Fabricators, Inc.*, 110 NLRB 187.

Thunderbird Hotel, Inc. and Joe Wells, James Schuyler and William Deer, Co-partners, d/b/a Thunderbird Hotel Company¹ and Independent Guards Association of Nevada, Local No. 1, Petitioner. *Case No. 20-RC-5294. August 20, 1963*

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 James S. Jenson, Hearing Officer. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.²

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 McCulloch and Members Fanning and Brown].

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

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

² We find no merit in the contention of Thunderbird Hotel, Inc., that the Hearing Officer improperly permitted its name to be added during the reopened hearing. Thunderbird Hotel, Inc., had been named in the petition and notice of hearing but in the original hearing an amendment was allowed deleting its name. However, it participated fully in the first hearing in all material respects. Further, at the reopened hearing the general manager and the comptroller (who, as noted *infra*, serve both companies in those capacities) attended and testified, and counsel who appeared for the partnership is also an officer of and attorney for Thunderbird Hotel, Inc. No request was made for continuance. Under these circumstances, we affirm the Hearing Officer's action in allowing the amendment. *Truss-Mart Corporation, et al.*, 121 NLRB 1430. Cf. *Dekalb Gas, Inc., et al.*, 133 NLRB 352; and *Southwest Hotels, Inc.*, 126 NLRB 1151.