Groendyke Transport, Inc. *and* International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 961. Case 27–CA–1670.

April 28, 1967

SUPPLEMENTAL DECISION

BY MEMBERS FANNING, BROWN, AND JENKINS

On June 9, 1964, the Regional Director for Region 27 of the National Labor Relations Board issued a Decision and Direction of Election in Case 27–RC–2613, finding appropriate a unit of all truckdrivers employed by the Employer at its Denver, Colorado, terminal. After an election was duly conducted on August 3, 1964, the Regional Director certified International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local Union No. 961, as the exclusive bargaining representative in this unit. Thereafter, Respondent refused to bargain with the Union on the ground that the unit found to be appropriate was not in fact an appropriate unit, and on the further ground that the election conducted in the unit by mail ballot was not a secret election in conformity with National Labor Relations Board's Rules and Regulations, Series 8, as amended.

On May 12, 1965, Trial Examiner David F. Doyle issued his Decision in the above-entitled proceeding, finding that the Respondent, by refusing to bargain with the Union in this unit, had violated Section 8(a)(5) and (1) of the National Labor Relations Act, as amended. On September 8, 1965, the National Labor Relations Board issued a Decision and Order, 154 NLRB 1040, adopting the findings of the Trial Examiner, and ordering Respondent to bargain, upon request, with the Union.[1] On January 20, 1967, the United States Court of Appeals for the Tenth Circuit issued a decision, in which it rejected Respondent's contention that the election conducted by mail ballot was not a secret election in conformity with the Rules and Regulations of the Board, but remanded the case to the Board for further consideration of the unit issue.[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.

In remanding the case to the Board for further consideration of the unit issue, the court stated that the 1951 Board decision was "distinctly relevant" to the unit issue in the present case. Thus, the court noted that the Board had found no local managerial autonomy in the 1951 case, but had found local autonomy in the instant case. Relying on *N.L.R.B.* v. *Metropolitan Life Insurance Co.*, 380 U.S. 438, the court concluded that it was incumbent upon the Board to articulate the reasons for its apparently inconsistent findings in the two cases involving the same employer. We have accepted the court's remand, and we have reconsidered our original decision in the instant case, the earlier decision in the underlying representation case, the 1951 representation case, and the entire record in these proceedings, and we find no reason to modify our unit holding in the instant case.

The approval of a single-terminal bargaining unit in the instant case is entirely consistent with the Board's 1951 decision, 92 NLRB 1332. In that case, the Board rejected a requested unit comprised of the drivers at three of Respondent's terminals. The Board noted there that the three terminals were widely separated geographically; that they did not correspond to any functional or administrative division of the Respondent's operation; that the employees involved worked under pay rates and working conditions which were identical with those of the employees at the Respondent's other terminals; and, that the Respondent's business required frequent interchange of employees between its various terminals.

The factors that militated against the three-terminal grouping which the Board found inappropriate in its previous decision are not present with respect to the single-terminal unit sought here. The single-terminal unit avoids the problem of wide geographical separation, and corresponds with the Respondent's only operational subdivision since there are no intermediate levels of authority between the terminal and the central office. The terminal manager is directly responsible to the central office at Enid, Oklahoma, and the record shows that he has substantial authority in hiring, assigning, and disciplining drivers and in controlling the day-to-day work of the drivers. While the employees involved in the Board's previous decision worked under standard systemwide pay rates, the record here shows that, in March 1964, the Denver drivers bargained for and obtained a wage readjustment applicable only to drivers based in Colorado. The record also shows that, as far as the Denver drivers are concerned, the Respondent's business does not require the frequent interchange of employees with other terminals. In the previous 12 months, no drivers have been transferred from Denver because of business considerations.

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[1] Respondent sought to introduce into evidence the transcript of testimony in *In the Matter of Groendyke Transport, Inc and General Drivers, Chauffeurs and Helpers Union 886, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL*, 92 NLRB 1332 The Board adopted the Trial Examiner's rejection of the offer as "extremely remote," and the Trial Examiner's finding that there is "no new evidence" which would require a redefinition of the bargaining unit found appropriate by the Regional Director

[2] *N L.R.B.* v *Groendyke Transport, Inc* , 372 F 2d 137 (C A 10)

In short, our approval of a single-terminal unit here—a unit that, as the analogue of the single plant, is presumptively appropriate for the purposes of collective bargaining (*Dixie Belle Mills, Inc.*, 139 NLRB 629, 631; *Frederickson Motor Express Corporation*, 121 NLRB 32)—is consistent with the Board's previous rejection of a three-terminal unit.

Accordingly, we reaffirm the unit finding and our Decision and Order heretofore issued in this case.