

Alterman Transport Lines, Inc. and Freight Drivers, Warehousemen and Helpers Local Union 390, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America;¹ Teamsters, Chauffeurs and Helpers Local Union No. 79, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America; Teamsters, Chauffeurs, Warehousemen, and Helpers Local Union No. 385, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Petitioners. Cases 12-RC-2955, 12-RC-2995, and 12-RC-2999

August 15, 1969

DECISION AND DIRECTION OF ELECTIONS

BY MEMBERS FANNING, BROWN, AND ZAGORIA

Upon petitions filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing² was held before David Kayton, Hearing Officer. Following the hearing and pursuant to Section 102.67 of the National Labor Relations Board Rules and Regulations and Statements of Procedure, Series 8, as amended, and by direction of the Regional Director for Region 12, these cases were transferred to the National Labor Relations Board for decision. Briefs have been timely filed by the Employer and the Petitioner.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with these cases to a three-member panel.

The Board has reviewed the Hearing Officer's rulings made at the hearing and finds that they are free from prejudicial error. They are hereby affirmed.³

¹The petition was amended at the hearing to show the correct name of the Petitioner, substituting the words "an affiliate of" for the words "affiliated."

²Subsequent to the commencement of the hearing in Case 12-RC-2955, the Regional Director issued, on March 4, 1968, an order consolidating Cases 12-RC-2995 and 12-RC-2999 for hearing with Case 12-RC-2955.

³At the beginning of the hearing, the Employer filed with the Hearing Officer a motion to quash hearing and/or notice of hearing, based on grounds that there was no proper request for recognition by the Union on the Employer, as required by Sec. 9(c)(1); that the petition was defective; that the Hearing Officer was not qualified under the Administrative Procedure Act, that the Board's delegation of authority under Sec. 9 to the Regional Director was improper; and that the Board failed to investigate the petition to determine if it has reasonable cause to believe that a question concerning representation affecting commerce existed prior to the hearing. The Employer also subpoenaed the Hearing Officer and the Regional Director to produce certain documents and to testify in connection with the motion to quash the hearing. The Regional Director filed a motion to revoke the *subpoenas duces tecum* on the grounds that the evidence sought was privileged against disclosure by Sec. 102.118 of the Board's Rules and Regulations Series 8, as amended. The Hearing Officer denied the motion to quash hearing and/or notice of hearing. Thereafter, the Employer requested that the General Counsel grant permission to the

Upon the entire record in these cases, including the briefs filed herein, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction.⁴

Hearing Officer and the Regional Director to permit them to comply with the subpoenas duces tecum. The General Counsel denied the request. The Employer also filed a motion to dismiss on grounds that the Employer was denied due process of law, the Board has failed to comply with Sec. 9(c)(1) of the Act, that the Board has failed to delegate to the Regional Director its power to determine jurisdiction, and that the Board failed to comply with the Administrative Procedure Act. The Employer also filed an answer to the petition. The Hearing Officer referred the motion to dismiss, and the answer to the petition, which also contained a motion to dismiss, to the Regional Director. We affirm the Regional Director's denial of the Employer's motion to dismiss. On numerous occasions the Board has been called upon to determine the question of whether its delegation was properly made and has rejected contentions to the contrary.

We deem it unnecessary, pursuant to the Petitioner's request, to condemn the practice by this and other employers to file answers to petitions, notwithstanding the Board's Rules and Regulations do not contemplate answers to petitions. Contrary to the Petitioner, we find no basis for a finding that an answer to a petition imports an improper and undesirable attitude of hostility into the beginning stage of the collective-bargaining process. However, it is well established that a representation proceeding is not an adversary proceeding.

The Employer contends that the petitions herein are fatally defective because of failure to comply with Sec. 9(c)(1) of the Act. The Employer asserts that the Petitioners have failed to allege that they have made a request for recognition and that the Employer declined such request, and that the petitions were filed without giving the Employer an opportunity to voluntarily recognize the Petitioners. We reject the Employer's contention. We note that the petition in Case 12-RC-2955, Miami, indicates that a recognition request was made on November 1, 1967, and that the Employer declined recognition on that date. In addition, the parties stipulated that a recognition demand was made on November 1, 1967. The petition in Case 12-RC-2995, Tampa, indicates that Petitioner made a request for recognition on January 16, 1968, but that the Employer did not reply. Only the petition in Case 12-RC-2999, Orlando, indicates that no request for recognition was made. The Board has often held that the filing of a representation petition in itself constitutes a sufficient demand for recognition.

The Employer contends that although Congress authorized the Board's delegation to the Regional Director of the authority to make a determination as to whether a question concerning representation existed, Congress did not delegate to the Regional Directors the authority to determine whether such question of representation affected commerce. In addition, the Employer contends the Board failed to make such determination herein, and that the proceedings herein should be dismissed for failure of the Board to investigate the petition to determine if it has reasonable cause to believe that it has jurisdiction, or that the proceeding be remanded to permit the Employer to litigate the issue of the Board's investigation. Contrary to the Employer, we find that Sec. 3(b) of the Act grants the Board full authority to delegate its Sec. 9 powers to the Regional Directors to investigate and provide for hearings, and determine whether a question of representation exists.

The Petitioner contends that, notwithstanding that Sec. 102.66 of the Board's Rules and Regulations, Series 8, as amended, clearly states that, in matters arising under Sec. 9 of the Act, the rules of evidence prevailing in the courts of law or equity shall not be controlling, the Hearing Officer, all too frequently impaired the Petitioner's development of the record by acceding to the Employer's invocation of rules of evidence and "cavil" objections. Although the record contains numerous instances of attempts by Petitioner and Employer to invoke strict rules of evidence in this proceeding, we find on the basis of the entire record herein, that neither the Employer nor the Petitioner was prejudiced by the Hearing Officer's rulings.

⁴Although the Employer does not admit that it is engaged in commerce within the meaning of the Act, we find that it is so engaged and that it would effectuate the policies of the Act to assert jurisdiction herein in view of the stipulation of the parties that the Employer, a Florida corporation, is engaged in the business of motor truck transport, having its principal office and place of business, at Miami, Florida. The Employer operates terminals in several cities, some of which are located in States other than

2. The Petitioners claim to represent certain employees of the Employer, and are labor organizations within the meaning of Section 2(5) of the Act.⁵

3. Questions affecting commerce exist concerning the representation of certain employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act.

4. The Petitioner in Case 12-RC-2955 seeks, at Employer's Miami terminal, a unit of:

City drivers⁶ and warehousemen,⁷ excluding all road drivers, mechanics, office and clerical personnel, supervisors and guards as defined in the Act.⁸

The Petitioner in Case 12-RC-2995 seeks, at Employer's Tampa terminal, a unit of:

City pickup and delivery drivers, dockmen, and yardmen, excluding shop employees.⁹

The Petitioner in Case 12-RC-2999 seeks, at Employer's Orlando terminal, a unit of:

All city pickup and delivery drivers, warehouse and dock employees, hostlers and yard employees, excluding all clerical and office employees, over-the-road drivers, secretaries, confidential secretaries, guards, mechanics, salesmen, dispatchers, and supervisors as defined in the Act.

Although the Petitioners have couched their requests for separate single units of employees at the Miami, Tampa, and Orlando terminals in somewhat different language, it is clear from the record that each Petitioner contends that a separate unit of drivers, whether classified as "city" or "local" drivers,¹⁰ including dockmen, is appropriate at each terminal. Petitioners assert that these employees are all hourly paid, they are supervised by supervisors at the local terminals, and their work stations are limited to the geographic area of the individual terminals. Additionally, the Petitioners contend that the salaried drivers, whether classified as "state" or "ATL" drivers, and the owner-operators and their helpers should be excluded from the units in view of their different working conditions, since they are under the control of the Employer's central dispatch

office in Miami, and they operate primarily over-the-road between terminals within and without the State of Florida. The Employer contends that the only appropriate unit is an overall unit consisting of all six of the Employer's terminals in Florida including all drivers, dock workers, plant clericals, wash rack employees, steam men, hostlers, and yard men located at these terminals. In the alternative, the Employer proposed that all of the above personnel at any single terminal would be the smallest unit the Board could find appropriate. There is no history of collective bargaining at any of the terminals involved herein.¹¹

The Employer is engaged as a motor common carrier over irregular routes in the transport of commodities which for the most part are perishable. It is certificated by the Interstate Commerce Commission and the Florida Public Service Commission.¹² There are six terminals in Florida located at Pensacola, Tallahassee, Jacksonville, Orlando, Tampa, and Miami. The Employer also has terminals in Atlanta, Georgia; Dallas, Texas; Omaha, Nebraska; Philadelphia, Pennsylvania; New York, New York; Boston, Massachusetts; and Chicago, Illinois. All terminals are linked by a teletype system. Trucks are dispatched for local pickup and delivery by the individual terminals. Central dispatch, located adjacent to the Miami terminal, dispatches trucks bound out-of-State or operating between terminals within the State of Florida. Drivers who are operating over-the-road on out-of-State runs, or between terminals within the State call in to central dispatch for instructions on runs. Local drivers get their instructions by contacting their city dispatch office located at each terminal.

The focal point of the Employer's operations is Miami where management and central dispatch are located, and where freight movements and personnel are directed. The Miami general office handles all sales, claims, tariffs, billing, payrolls, personnel problems, company supplies, driver qualification and training policies, hire and discharge.¹³ The Employer asserts that central dispatch must coordinate freight movements between various Florida terminals to promote efficiency and to comply with various regulations.

The breakdown of the freight handled by the Employer between terminals and out-of-State is based on truckload shipments, hereinafter called TL, so designated because of the rate charged and

Florida. During the past year it derived in excess of \$50,000 from its operations within Florida, and revenue in excess of \$50,000 from its operations outside of the State of Florida.

⁵The Employer refused, at the hearing, to stipulate that Freight Drivers, Warehousemen and Helpers Local Union 390, an affiliate of the International Brotherhood of Teamsters, is a labor organization within the meaning of the National Labor Relations Act, as amended. As the record shows that Local 390 exists for the purpose of negotiating with employers on behalf of employees concerning wages, hours, and other working conditions and admits employees to membership, we find that it is a labor organization within the meaning of Sec 2(5) of the Act

⁶Throughout the hearing, the Petitioner and the Employer, when referring to city drivers, also described them as local drivers.

⁷Although the Employer denied at the hearing that he employed warehousemen, the record indicates that the parties intended this term to encompass the dockmen employed by the Employer

⁸The petition was amended at the hearing by adding "city drivers and warehousemen employed at Miami, Florida"

⁹Petitioner amended its unit request at the hearing to exclude shop employees.

¹⁰Hereafter, all references to "local" drivers herein shall include all of those drivers who are hourly paid and who drive within the geographic area of a specific terminal.

¹¹The Employer currently has separate agreements with the locals of the Teamsters covering its Chicago, New York, and Philadelphia terminals.

¹²In the summer of 1968 the Florida Public Service Commission authorized the Employer to begin the transportation of general freight (nonfood items) in the southern peninsula of Florida.

¹³Terminal managers hand out employment applications, interview, and recommend hiring or discharge. They are authorized to suspend employees subject to final disciplinary determination by Miami.

commodity weight, and less than truckload shipments hereinafter called LTL. In those instances where both TL and LTL shipments are picked up at the same place, the truck will return to the terminal, and after the LTL is pulled off, the TL is delivered. Where both TL and LTL commodities are destined for the same general area the truck making the delivery will bypass the terminal and make both deliveries. Cargo entering the State of Florida on trucks with LTL loads must always report to the terminal in the city where the freight is to be delivered.

Freight is picked up and delivered on a local basis by the Employer's hourly paid drivers. Such freight may be destined for local delivery or it may be loaded on a truck destined for delivery by salaried or owner-operators to another terminal either within or without the State of Florida.

An undetermined amount of the Employer's perishable freight is picked up and delivered at various air terminals. Scheduling of the drivers and equipment necessary to meet the airplanes is crucial since the cargo planes are not equipped with mechanical refrigeration. The Employer contends that all classifications of drivers are used with regularity to handle air freight.

The Employer is also engaged in the operation of moving perishables to and from ship piers. Central dispatch controls the dispatch of drivers and trucks to begin the loading or unloading of commodities when a ship arrives at the pier. Such shipments, the Employer asserts, occur on a regular basis and require the dispatching of whatever trucks and drivers are available to conduct the operation.

Freight is also moved between the Employer's terminals by way of a relay operation in which two or more trucks coming from separate terminals meet at some predetermined point between terminals and exchange trailers or both tractors and trailers and return to their home terminals. The Employer asserts that all classes of drivers engage in this operation to expedite transfers, but that owner-operators are used sparingly.

Another manner in which the Employer moves freight is by piggy-back operation. This involves the loading of trailers on railroad cars for transport to various locations. This procedure is used to expedite freight movements only when drivers and equipment are already committed to other assignments, and is often required in connection with pier movements. Again the Employer asserts that all drivers are used in this operation.

One form of freight delivery is described as a "peddle run." This operation involves the delivery of freight to various customers from the same trailer without any intermediate pickups of commodities. Purportedly all drivers participate in this operation.

Still another Employer method of transporting freight is described as a "double-bottom" operation. This operation involves a single tractor hauling two connected trailers. This method is presently

authorized only on the Sunshine State Parkway in Florida. The Employer asserts that the drivers engaged in this operation must have a 5-year accident-free record, and therefore selections have to be made from all driver classifications.

Each terminal in Florida is basically the same and includes a vehicle parking area, office building, dock area, and several rooms used as a freezer, chill room and cooler to protect foods awaiting shipment or delivery.

Each terminal has a terminal manager, an assistant terminal manager at some terminals, one or more dispatchers, several dock foremen and other personnel such as rate clerks, bill clerks, O.S. & D. clerks,¹⁴ cashiers, and checkers. Dockmen and drivers of all classifications, and some part-time employees are also located at each terminal. Only light repair work on trucks is performed at each terminal, except Miami, which is equipped to handle major truck and trailer repairs. Each terminal has its own tractors, trailers, straight trucks and automobiles in addition to various other equipment required to facilitate the handling of freight. There are certain specified geographic areas covered by each terminal city, although there is necessarily a certain amount of overlapping of deliveries in each terminal area.

The terminal managers supervise the employees and the terminals in their day-to-day operations pursuant to the overall policies and dictates of general management in Miami. They are responsible for the daily movement of freight at their terminals, and must regulate local pickup and delivery service to meet the needs of the customers in their terminal areas; although all final hiring and discharging must be approved by Miami, the terminal managers may hand out job application forms, conduct job interviews, make recommendations accompanying application forms, on occasion put a driver to work on a temporary basis until Miami grants final approval, and they regulate the workday of employees and send them home when there is no work to be done. Terminal managers have the authority to discipline employees by immediate suspension. Whatever functions are required to be performed for the Employer within a given terminal area must be coordinated by the terminal manager.

The Employer classifies its drivers throughout its operations as follows:

1. Hourly paid drivers, classed as B (after fulfillment of 1-year of service), B+ or A.
2. Salaried driver (State or ATL driver).
3. Owner-operator driver (paid a percentage of the gross revenue of the freight carried).

These classifications, the Employer contends, are for payroll and promotion purposes and are not intended to indicate a grouping by job requirements.

All of the Employer's drivers are bonded, and all are required to have a physical examination and

¹⁴Overages, shortages, and damages clerk.

secure a health certificate pursuant to Interstate Commerce Regulations. Drivers of all classifications are required by the Department of Transportation to maintain log books if they drive in excess of 50 miles from their terminals. Nearly all drivers assist in loading and unloading their own freight. Employees who have no driving experience when they are hired are assigned to dock work. If they display any interest in driving they can progress to the several B, B+, and A classifications of the hourly drivers after completing the qualifying examinations. All drivers are covered by company insurance policies, including life and liability insurance, are eligible for the services of the credit union located in Miami, and sick pay benefits are uniform for all classifications. Drivers receive their paychecks at their local terminals, irrespective of their classification.

Wages paid each class of drivers are different. In addition, all dockmen in Miami receive 5 cents an hour more than the dockmen at other terminals. Dockmen punch clocks, they load and unload freight, and on occasion engage in some truck driving. Dockmen are paid less than hourly drivers. Hourly drivers punch a time clock at their respective terminals and they are guaranteed 40 hours of work every week. They also report pursuant to work schedules posted at each terminal. The Employer's salaried drivers receive a fixed salary, plus 20-cents-per-freight drop and one-half cent for each mile they drive computed on a monthly basis. Owner-operators are paid a percentage of the revenue earned by their tractors and trailers and they are paid at the end of each round trip they make.¹⁵

Hourly drivers for the most part confine their pickup and delivery activities to the geographic area served by their respective terminals. Although some hourly drivers have engaged in relay operations and travel to other terminals, they do this only infrequently. Sidney Alterman, the president of the Employer testified, with respect to all the Florida terminals, that only approximately 25 hourly drivers in 12 months have transferred to other terminals, and these transfers were primarily at the request of the drivers. The primary function of the hourly drivers is to perform pickup and delivery work within the geographic area of their terminals. Hourly drivers are dispatched on a daily basis by the city dispatch office located in each terminal. They make all of their check calls to the city dispatch office. The hourly drivers at the Miami terminal make runs that may entail driving more than 100 miles from their terminal. At Tampa, the hourly drivers also may drive in excess of 100 miles distance from the terminal on runs designated as the "far east run," the "near east run," and the "north run." The hourly drivers at Orlando serve the central Florida area. The hourly drivers at all 3

terminals in issue herein return to their respective terminals in the evening and do not make overnight trips. For the most part, hourly drivers use straight trucks, and single-axle tractors and trailers, and their tractors are not generally equipped with sleeping accommodations.¹⁶ Clearly, not all hourly drivers are qualified to drive the various types of tractors owned and operated by the Employer. Hourly drivers are not assigned to the same trucks on a regular basis, and they perform their runs with whatever equipment is available.

The Employer's salaried drivers, like the local drivers, achieve their status by experience and by passing written and driving tests given by the Employer with respect to tractors and trailers. Only on rare occasions do salaried drivers ever drive straight trucks. Salaried drivers are the primary responsibility of central dispatch in Miami. They make their check calls while out on the road to central dispatch. Their primary duty is to transport the Employer's freight from terminal to terminal, and to travel out-of-State. The record indicates that they engage in many overnight trips during the course of a year. When salaried drivers report to a terminal, they do so with the anticipation that they might have to make an overnight trip. Customarily, the salaried drivers are assigned to the same tractor for their trips. Whatever local pickup and delivery service is performed by the salaried driver is only a secondary function.

The Employer's owner-operators lease their tractors or tractor-trailer combinations to the Employer. Their primary function is to transport freight between terminals within the State as well as out-of-State. They are directed by and are responsible to the central dispatch office in Miami. When they make their check calls on the road they call central dispatch. At the end of each round trip, the Employer compensates the owner-operator. For the most part, they are engaged in overnight trips. There is evidence that owner-operators may be charged for freight, they do not deliver to a customer. Only during peak periods or when their equipment is broken down do owner-operators drive straight trucks. Owner-operators, as well as salaried drivers, may be dispatched by terminal managers only with permission from central dispatch. Although the salaried drivers and the hourly drivers are entitled to paid vacations, the owner-operators do not receive vacation pay.

The Employer contends that only a state-wide unit including its 6 terminals in the State of Florida can be appropriate, since the Employer's Florida terminals and personnel are part of a business operation that is separate and distinct from the Employer's operations in other States. There is central control of supervision, labor relations, hiring,

¹⁵The parties stipulated that the owner operators are employees

¹⁶Although some tractors used on local pickup and delivery have sleeping accommodations in the cab these accommodations are neither needed nor used on local runs and for the most part these tractors are old ones that are no longer dependable for long trips

and uniformity of working conditions and employee benefits.

We disagree. The Board has often held that single-terminal units are presumptively appropriate.¹⁷ The reasonableness of a single-terminal finding becomes quite clear in circumstances as herein where the Employer's terminals in Miami, Tampa, and Orlando are separated by as much as several hundred miles. Although there is much centralization of the Employer's operations, we find that there is a sufficient degree of autonomy vested in the managers of separate terminals to support the appropriateness of single-terminal units. The terminal manager must exercise independent judgment with respect to the work schedules of the employees at the terminal, he must make determinations with respect to the suspension of employees, he must service the customers in a satisfactory manner by meeting their special delivery needs, he must anticipate and prepare for certain peak periods in freight handling, and he is ultimately responsible for the dispatch of the local drivers and for the flow of freight at the terminal. Accordingly, we find that separate single-terminal units located in Miami, Tampa, and Orlando, are appropriate.

With respect to the composition of the units, it appears that there are some factors herein that lend support to the Employer's alternative contention that an appropriate unit at each terminal should include salaried drivers and owner-operators with the local hourly paid drivers. The Employer asserts that the salaried drivers, owner-operators, and local hourly paid drivers have some common interests in their daily employment since they are part of a statewide network of terminals that are centrally controlled and managed, they all use the same nonmotorized equipment in their daily activities, they all haul common products, all receive their pay from the Miami general office, all drivers are subject to identical policies and government regulations, and none of the drivers have a right to refuse work. However, we find that these factors are not controlling and do not compel a finding that such a unit is the only appropriate unit.

The record supports a finding that the local hourly paid drivers have a separate community of interests from that of both the salaried drivers and the owner-operators the Employer seeks to include in the unit. As noted above, the local hourly paid drivers confine their pickup and delivery activities to the geographic area served by their respective terminals; they punch a time clock; they are guaranteed 40 hours a week; they seldom travel to the Employer's other terminals in the State of Florida; they are not scheduled to go out-of-State and make no overnight runs; they do not interchange or rotate with salaried drivers or owner-operators. The company president testified,

with respect to all the Florida terminals, that there have been only 25 local drivers transferred to other terminals within a period of 12 months and most of these have been pursuant to the employees' requests; they are supervised and dispatched by their local terminals; they have their regular runs and report pursuant to a posted schedule; only local hourly paid drivers are classified as B, B+ or A drivers; the equipment they drive is limited for the most part to straight trucks and nonsleeper tractor-trailers; many local hourly paid drivers are not qualified to drive over-the-road tractors.

On the other hand the salaried drivers and owner-operators are supervised and dispatched by central dispatch in Miami; their rate of compensation is higher and they do not punch a time clock; salaried drivers receive a salary, plus 20 cents for each drop of freight they make and, in addition, receive one-half cent per mile for each mile drive during the month. Owner-operators receive a percentage of the gross revenue they carry. Both owner-operators and salaried drivers travel from terminal to terminal within and without the State; they make frequent overnight trips; they can be dispatched by city dispatchers and terminal managers only at the direction of central dispatch in Miami; they make local pickups and deliveries only as incidental to their over-the-road runs.

On the basis of the foregoing, we find, contrary to the contentions of the Employer, that the local hourly paid drivers and dockmen have a sufficient community of interest separate and apart from the salaried drivers and owner-operators, in view of the different duties and functions, separate supervision, and different bases of payment to warrant the establishment of separate units.¹⁸

The parties agree that the dockmen belong in the units. However, contrary to the Petitioner, the Employer would include the following:

Checkers—Miami: The Petitioner contends that they are supervisors. Their duties are to check freight which is loaded and unloaded at the terminal dock, they direct the movement of freight within the terminal with an assigned two or three man crew, and they are supervised by the dock foreman. Checkers have no authority to hire, fire, discipline, suspend, or make recommendations. Moreover, drivers are sometimes used as checkers. On the basis of these facts, we find that the checkers are not supervisors and we shall include them in the unit.¹⁹

General garage employees—Miami: These employees are located in the general garage which is located adjacent to the Miami terminal. They are engaged in shop and service work. They are under separate supervision. As it is clear that these employees have separate supervision, and they have

¹⁷*Georgia Highway Express, Inc.*, 150 NLRB 1649

¹⁸Although the parties stipulated that checkers were supervisors before the three petitions were consolidated, the record indicates that the parties remained in disagreement, and the issue was further litigated. In view of the overall record we find that the checkers are not supervisors

¹⁹*Groendyke Transport, Inc.*, 171 NLRB No 143

skills and interests substantially different from employees in the unit, we shall exclude them from the unit.

Wash Rack Men—Miami: These employees wash trucks, trailers, and place racks and meat hooks in trailers to prepare them to haul large pieces of meat. On occasion they move trucks around the yard. These employees have duties and interests substantially different from those of the other employees sought by the Petitioner; we shall therefore exclude them from the unit.

Overages, Shortages and Damages Clerk (O.S. & D.) Bill Clerk, Rate Clerk, Cashier—Miami: The employees in these jobs have some contact with the drivers and dock men at the terminal. However, as they are primarily office clericals who lack a community of interest with the drivers and dockmen, we shall exclude them from the unit.

Part-time employees—Miami: There are 25 to 30 employees who work 1, 2, or 3 days per month. Most of these employees are hired off the street for loading or unloading a specific truck. They are paid as soon as they complete the work on the truck. It is clear that these part-time employees do not have sufficient interests in common with the other employees to warrant their inclusion in the unit but are merely casual employees such as the Board uniformly excludes. We shall therefore exclude them.

However, another group of employees regularly work on Saturdays and Sundays at the terminal performing dock work. Another group of employees work 3 days per week on a part-time basis doing dock work. As the record shows that these employees are employed on a regular part-time basis, we shall therefore include them in the unit.

O. S. & D. clerks—Tampa: One clerk spends the majority of her time doing O.S. & D. work. Since her duties are similar to the O.S. & D clerk in Miami, we find that she lacks a community of interest with the employees in the unit; we shall exclude her from the unit.

However, one O.S. & D. clerk spends 50 percent of his time in O.S. & D. work and about 50 percent of his time in freight handling, checking, and shunting trailers around the yard. We find that he has sufficient interest in the unit's conditions of employment to be included in the unit; we therefore shall include him in the unit.²⁰

Shop employees—Tampa: These employees perform various service and maintenance tasks. There are several mechanics and one wash rack employee who works in a separate building. The employees performing these jobs have interests substantially different from those of the employees in the unit sought; we shall therefore exclude them from the unit.

Shop employees—Orlando: The employees in these jobs work in the service department. There is

evidence that one shop employee spends some working time each week performing dock work and spotting trailers. The employees performing these jobs have skills and interests substantially different from those of the other employees included in the unit; we shall exclude them from the unit.²¹

Day dock foreman—Orlando: This employee directs other employees in the loading and unloading of trucks, he is in charge of all dock work, and he is authorized to instruct employees to punch out at the end of the work day. On these facts, we find that the day dock foreman responsibly directs the work of the dock employees, and we exclude him from the unit.

Night dock foreman—Orlando: This employee routes trucks and spends some of his time physically loading and unloading trucks himself. He also makes assignments of work to dock employees during several hours on Saturday nights when he is the sole person of authority at the terminal. On these facts, we find that the night dock foreman responsibly directs the work of the drivers and dockmen, and we exclude him from the unit.

Part-time employees—Orlando: All dockmen at the Orlando terminal are part-time employees and all are in the Armed Services. All work on a regularly scheduled basis each week. As the record shows that these employees are employed on a regular part-time basis, we shall include them in the unit.

In view of the foregoing, we find that the following employees of the Employer constitute separate appropriate units for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All hourly paid local and city pickup and delivery drivers, and dockmen, checkers, yardmen, hostlers, and regular part-time dockmen employed at each of the Employer's terminals located in Miami, Tampa, and Orlando, Florida, but excluding all general garage employees, shop employees, wash rack employees, office clericals, casual part-time dockmen, dock foremen, all other employees, guards, and supervisors as defined in the Act.

[Direction of Elections²² omitted from publication.]

²¹Member Zagoria would include the shop employee who regularly performs dock work and spots trailers. *Berea Publishing Co., supra*

²²In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear Inc.*, 156 NLRB 1236; *N.L.R.B. v. Wyman-Gordon Company*, 394 U.S. 759. Accordingly, it is hereby directed that an election eligibility list, containing the names and addresses of all eligible voters, must be filed by the Employer with the Regional Director for Region 12 within 7 days of the date of this Decision and Direction of Elections. The Regional Director shall make the list available to all parties to the election. No extension of time to file this list shall be granted by the Regional Director except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

²⁰*Berea Publishing Co.*, 140 NLRB 516