

**Southwest Forest Industries, Inc. and International Brotherhood of Pulp, Sulphite and Paper Mill Workers, AFL-CIO,<sup>1</sup> Petitioner, Lumber and Sawmill Workers Union Local No. 2763, AFL-CIO,<sup>2</sup> Petitioner, Cases 28-RC-1932 and 28-UC-30**

October 13, 1969

**DECISION AND ORDER GRANTING  
PETITION TO CLARIFY UNCERTIFIED  
BARGAINING UNIT**

**BY CHAIRMAN McCULLOCH AND MEMBERS  
FANNING AND JENKINS**

Under separate petitions duly filed under Section 9(b) and (c) of the National Labor Relations Act, as amended, a consolidated hearing was held before Roy H. Garner, Hearing Officer. Following the hearing, these cases were transferred to the National Labor Relations Board in Washington, D.C., pursuant to Section 102.67 of the National Labor Relations Board Rules and Regulations and Statements of Procedure, Series 8, as amended. No briefs were filed by the parties.

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 were free from prejudicial error. The rulings are hereby affirmed.

Upon the entire record in these cases, 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 herein.

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

3. Papermill Workers seeks to represent, as a separate unit, about a dozen production, maintenance, and shipping employees of the Employer who work in a pulpwood supply yard located about a half mile from its sawmill at McNary, Arizona. Papermill Workers contends that the pulpwood yard is essentially a new and separate enterprise, and that the employees in question constitute an appropriate unit in which to conduct an election because they share a community of interest in their own terms of employment which is distinct from that of the Employer's lumber and sawmill workers (production, maintenance and townsite employees) employed at the nearby sawmill, who are represented by the Sawmill Workers.

Sawmill Workers, by a unit-clarification petition, contends that the same pulpwood yard employees

sought by Papermill Workers constitute an accretion to their own contract unit of lumber and sawmill employees at McNary; The Employer is in agreement with the Sawmill Workers' position. Sawmill Workers requests that an order be issued clarifying their uncertified unit by specifically including therein the pulpwood yard employees.

The record shows that the Employer has had a continuous series of collective-bargaining agreements with Sawmill Workers since 1937, the most recent of which was executed in January 1967, effective for a 3-year term. The contract states in Article One that its terms and provisions ". . . shall apply only to the production, maintenance and townsite employees of the Company in the McNary Wood Products Division . . ." The Employer established the pulpwood supply yard in 1962 for the purpose of storing and shipping to its papermill, 50 miles away, precut 5-foot pulpwood logs then supplied entirely by independent lumbering contractors. Only two individuals were then employed by the Employer at the yard, their duties being to unload, store, and reload the precut pulpwood logs for shipment to the Employer's papermill. They were not expressly included by any specific amendment to the coverage clause of the Sawmill Workers' contract when the yard was established or thereafter.

In the fall of 1968, the Employer began itself harvesting pulpwood logs, the usual length of such being about 32 feet. In order to cut them to the 5-foot lengths supplied to its papermill, the Employer bought new cutting equipment and installed a "slasher" operation at its pulpwood yard. This change in the supply yard's function, plus a one-third increase in the volume of pulpwood logs handled, created an expanded operation which required employment of 10 additional employees and a new two-shift operation. Half of the new pulpwood yard force was obtained by permanently transferring employees from the Employer's nearby logging and sawmill operations to the yard, and the remainder were hired from other sources by the McNary Division Personnel Office, which also hires the logging and sawmill employees for McNary operations. Pulpwood yard employees, in carrying out their unloading, loading, storage and cutting functions, now perform duties quite similar to those performed by some of the Employer's logging and sawmill employees, and operate similar cutting, loading, and unloading equipment. Wage rates paid pulpwood yard employees are closely comparable and related to those paid logging and sawmill employees by the Employer. The record, in this regard, shows that in the spring of 1969, an Employer representative in charge of the pulpwood yard "went over" the rates with the Sawmill

<sup>1</sup>The record shows that the pulpwood supply yard is a part of the Employer's Wood Procurement Division, which supplies wood to both the Employer's sawmill and papermill operations. It further shows that the Wood Procurement Division is part of the McNary Wood Products Division.

<sup>1</sup>Herein called Papermill Workers

<sup>2</sup>Herein called Sawmill Workers

Workers' business agent to obtain his concurrence in them. The pulpwood yard obtains additional temporary help during peak periods from the Employer's sawmill labor pool. At least 29 employees, all covered by the Sawmill Workers' current agreement with the Employer, have been so utilized at various times. Pulpwood yard employees receive the same leave, vacation, holiday, and fringe benefits as sawmill employees covered by the Sawmill Workers' agreement, and time worked in the yard by sawmill employees, permanently or temporarily transferred there, has been fully credited for seniority and vacation purposes. The personnel office at McNary serves the workers at both the pulpwood yard and the sawmill.

In our opinion, the above circumstances demonstrate that the pulpwood supply yard employees are in fact an accretion to the Sawmill Workers' existing unit of production, maintenance and townsite employees at McNary, Arizona. Thus, the record shows that the present pulpwood supply yard was expanded to meet an overall production need for an increased supply of pulpwood logs. It has been largely staffed with employees who have been extended the full protection of the Sawmill Workers' present contract with the Employer. The extent of temporary interchange is substantial. All pulpwood yard employees perform duties similar to those of the Employer's nearby logging and sawmill employees at rates closely comparable to those paid such employees, both groups of employees have identical fringe benefits and all operational costs of

the pulpwood yard are charged to the Employer's lumber manufacturing operation, and not to its parallel paper production function.

On this record, we shall dismiss the Papermill Workers' petition filed herein, and shall clarify the uncertified unit of production, maintenance and townsite employees represented by Sawmill Workers at McNary, Arizona, by including therein the nonsupervisory pulpwood supply yard employees.<sup>4</sup>

#### ORDER

It is hereby ordered that the contract unit of production, maintenance and townsite employees at the Employer's McNary, Arizona, Wood Products Division, represented by Lumber & Sawmill Workers Union Local No. 2763, AFL-CIO, be, and it hereby is, clarified by specifically including therein all production, maintenance, and shipping employees, including working foremen, employed by the Employer at its pulpwood supply yard located near McNary, Arizona.<sup>5</sup>

IT IS FURTHER ORDERED that the petition in Case 28-RC-1932 be, and it hereby is, dismissed.

<sup>4</sup>See *Walla Walla Mills, Inc.*, 164 NLRB No. 146, *Bear River Lumber Co., Inc.*, 150 NLRB 1295, 1297

<sup>5</sup>The two working foremen employed at the pulpwood yard are included in the unit, as the present record contains no evidence that they possess any of the indicia of supervisory authority, and clearly shows that they are predominantly engaged in routine manual work, along with other pulpwood yard employees. Such paper work as they perform is limited to the keeping of employee time records.