

In the Matter of SOUND TIMBER COMPANY and INTERNATIONAL WOOD-
WORKERS OF AMERICA LOCALS 67 AND 75.

Case No. R-852.—Decided August 6, 1938

Logging Industry—Investigation of Representatives: controversy concerning representation of employees: contracts entered into with locals of one international organization terminable upon 15 days' notice by either party; later by an overwhelming referendum of its members the locals transferred allegiance to another international; employer now refuses to recognize latter international; contracts terminable upon 15 days' notice by either party no bar to present investigation—*Unit Appropriate for Collective Bargaining:* geographical differences, centralization of management; similarity of work performed, wage scales, and employment conditions; interchangeability of employees—*Representatives:* proof of choice: membership cards—*Certification of Representatives:* upon proof of majority representation.

Mr. William A. Babcock, Jr., for the Board.

Mr. R. W. Maxwell, of Seattle, Wash., for the Company.

Mr. P. Guerin, of Seattle, Wash., for the International.

Mr. Melvin S. Frazier, of counsel to the Board.

DECISION

AND

CERTIFICATION OF REPRESENTATIVES

STATEMENT OF THE CASE

On March 10, 1938, International Woodworkers of America, Locals 67 and 75, herein collectively called the International, filed with the Regional Director for the Nineteenth Region (Seattle, Washington) a petition alleging that a question affecting commerce had arisen concerning the representation of employees of Sound Timber Company, Seattle, Washington, herein called the Company, and requesting an investigation and certification of representatives pursuant to Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

On June 9, 1938, the National Labor Relations Board, herein called the Board, acting pursuant to Section 9 (c) of the Act and Article III, Section 3, of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered an investigation and authorized

the Regional Director to conduct it and to provide for an appropriate hearing upon due notice.

On June 14, 1938, the Regional Director issued a notice of hearing, copies of which were duly served upon the International, the Company, and the Puget Sound District Council of the Lumber and Sawmill Workers Union, herein called the Lumber and Sawmill Workers Union, a labor organization affiliated with the American Federation of Labor. Pursuant to the notice, a hearing was held on June 23, 1938, before Thomas S. Wilson, the Trial Examiner duly designated by the Board. The Board, the Company, and the International were represented by counsel and participated in the hearing. The Lumber and Sawmill Workers Union did not appear at the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties.

At the commencement of the hearing the Company made a motion to dismiss the petition for lack of jurisdiction. The Trial Examiner reserved decision and upon renewal of the motion by the Company at the end of the hearing, denied it. His ruling is hereby affirmed. During the course of the hearing, the Trial Examiner made several other rulings on motions and on objections to the admission of evidence. The Board has reviewed these rulings and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

The Company is an Iowa corporation engaged in the business of logging fir, cedar, spruce, pine, and hemlock timber from land owned by it in Skagit, Snohomish, and Whatcom counties, Washington.

The Company logged approximately 42,000,000 board feet of timber in 1937. The Company sells all its logs to lumber manufacturers operating in various cities in the State of Washington. Approximately 80 per cent of the Company's total sales for the year 1937 were made to the Canyon Lumber Company, the Washington Veneer Company, the Seattle Cedar Lumber Manufacturing Company, the Jamison Mill Company, and the Super Shingle Company, all of which are situated in the State of Washington. Approximately 80 per cent of the products of these manufacturing companies are sold and shipped to purchasers outside the State of Washington.

The Company's largest customer, the Canyon Lumber Company, a concern engaged in the general manufacture of lumber and lumber products, purchased from all sources approximately 40,700,000 board

feet of logs in 1937. Approximately 22,300,000 board feet of such logs were purchased by the Canyon Lumber Company from the Company, which was more than 50 per cent of the Company's total sales of logs for 1937. The Canyon Lumber Company sells and ships more than 90 per cent of its products to purchasers outside the State of Washington. It is evident, therefore, that at least 40 per cent of the logs which the Company sells are, after processing, shipped in the channels of interstate commerce.

II. THE ORGANIZATIONS INVOLVED

International Woodworkers of America is a labor organization affiliated with the Committee for Industrial Organization, herein called the C. I. O. Local 67 admits to membership all of the Company's employees at camp No. 5, except clerical and supervisory employees, and Local 75 admits to membership all of the Company's employees at camp No. 3, except clerical and supervisory employees.¹

III. THE QUESTION CONCERNING REPRESENTATION

In 1936 Locals 2626 and 2646 of Lumber and Sawmill Workers Union represented a large number of the Company's employees. In November or December 1936 the Company entered into two collective bargaining contracts with the Puget Sound District Council of the Lumber and Sawmill Workers Union in behalf of the two Locals. One of the contracts covered the employees at camp No. 3 and the other, almost identical in all respects, covered the employees at camp No. 5. Although the contracts did not set forth specific termination dates, each contained a provision for cancellation by either party upon 15 days' notice.

In the summer of 1937, as a result of a referendum, an overwhelming majority of the members of Locals 2626 and 2646 voted to affiliate with the C. I. O. Accordingly, Locals 67 and 75 of the International Woodworkers of America were established in September 1937, and practically all the former members of Locals 2626 and 2646 transferred their allegiance to the International. Thereafter Lumber and Sawmill Workers Union became inactive and the International requested of the Company exclusive bargaining rights for its employees. The Company refused and has at all times since refused to grant the International exclusive bargaining rights, contending (1) that it does not know whether the International represents a majority of its employees, and (2) that the contracts it entered into with the Puget Sound District Council of the Lumber and Sawmill Workers Union in 1936 have not been canceled.

¹ Camp Nos 3 and 5 are the only logging camps which the Company operates at the present time.

The contracts present no bar to an investigation and certification of representatives in this case. Following the mass shift of the employees to the International, Lumber and Sawmill Workers Union became inactive and abandoned all efforts to represent the Company's employees.

We find that a question has arisen concerning the representation of employees of the Company.

IV. THE EFFECT OF THE QUESTION CONCERNING REPRESENTATION UPON COMMERCE

We find that the question concerning representation which has arisen, occurring in connection with the operations of the Company described in Section I above, has a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tends to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE APPROPRIATE UNIT

The Company's two logging camps are approximately 25 miles apart. The International contends that all the Company's employees in both camps, exclusive of clerical and supervisory employees, constitute a unit appropriate for the purposes of collective bargaining.

Both camps are under the general supervision of a single superintendent who spends an equal amount of time at each camp. The work performed by the various classifications of employees in each camp is identical, the wage scale is the same for both camps, and the general conditions of employment are substantially the same in both camps. Employees are occasionally transferred from one camp to the other. In the past when one camp was closed, the other camp was operated by employees selected by the Company from both camps. Although the Company contends that the employees in each camp, exclusive of clerical and supervisory employees, constitute an appropriate unit, it admits that it desires to enter into identical contracts with the representatives of the employees of both camps. Under these circumstances, we see no reason for rejecting the unit claimed to be appropriate by the International.

The parties agreed that the clerical and supervisory employees should be excluded from the unit found to be appropriate. Both parties agreed that the superintendent and the two general foremen are supervisory employees. There was some question as to whether bull buckers, head riggers, steel foremen, cooks, section foremen, hook-tenders, scalers, and other employees who have charge of small crews but who do not have authority to hire and discharge fall within the classification of supervisory employees. All of these employees are

under the supervision of the general foremen. All of them are eligible to membership in the International and many of them are members. We will include them in the unit.

A question was raised as to whether the two timekeepers are clerical employees. They are eligible for membership in the International and at least one of them is a member. We will include them in the unit.

We find that all employees of the Company at camp Nos. 3 and 5, excluding the superintendent and the two general foremen, constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the Company the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

VI. THE DETERMINATION OF REPRESENTATIVES

A list of employees of the Company as of March 10, 1938, was introduced in evidence. It shows that on that date there were 208 employees in the appropriate unit. The International introduced its membership cards in evidence. A comparison of the membership cards with the list of employees reveals that at least 130 of the 208 employees in the appropriate unit have signed membership cards designating either Local 67 or 75 as their bargaining agent.

We find that Locals 67 and 75 of the International have been designated and selected by a majority of the employees in the appropriate unit as their representatives for the purpose of collective bargaining. Locals 67 and 75 are, therefore, the exclusive representatives of all the employees in such unit for the purposes of collective bargaining, and we will so certify.

Upon the basis of the above findings of fact and upon the entire record in the case, the Board makes the following:

CONCLUSIONS OF LAW

1. A question affecting commerce has arisen concerning the representation of employees of Sound Timber Company, Seattle, Washington, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the National Labor Relations Act.

2. All employees of the Company at camp Nos. 3 and 5, excluding the superintendent and the two general foremen, constitute a unit appropriate for the purpose of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

3. International Woodworkers of America, Locals 67 and 75 are the exclusive representatives of all the employees in such unit for

the purposes of collective bargaining, within the meaning of Section 9 (a) of the National Labor Relations Act.

CERTIFICATION OF REPRESENTATIVES

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 8, of National Labor Relations Board Rules and Regulations—Series 1, as amended,

It is HEREBY CERTIFIED that International Woodworkers of America, Locals 67 and 75, have been designated and selected by a majority of the employees at camp Nos. 3 and 5 of Sound Timber Company, Seattle, Washington, excluding the superintendent and the two general foremen, as their representatives for the purpose of collective bargaining and that, pursuant to the provisions of Section 9 (a) of the Act, International Woodworkers of America, Locals 67 and 75, are the exclusive representatives of all such employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.