

In the Matter of THE PULITZER PUBLISHING COMPANY, PUBLISHER OF THE ST. LOUIS POST-DISPATCH, STAR-TIMES PUBLISHING COMPANY, ST. LOUIS GLOBE-DEMOCRAT PUBLISHING COMPANY and ST. LOUIS, MO., PAPER CARRIERS UNION No. 450 AFFILIATED WITH INTERNATIONAL PRINTING PRESSMEN AND ASS'TS. UNION OF NORTH AMERICA, AFL

Case No. 14-R-890.—Decided August 29, 1944

Mr. Keith W. Blinn, for the Board.

Mr. J. Porter Henry, of St. Louis, Mo., for Pulitzer.

Cobbs, Logan, Roos, and Armstrong, by *Mr. George B. Logan*, of St. Louis, Mo., for the Star-Times.

Mr. Lon O. Hocker, of St. Louis, Mo., for the Globe-Democrat.

Mr. Joseph M. Jacobs, of Chicago, Ill., for the Union.

Mr. William C. Baisinger, Jr., of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

Upon petition duly filed by St. Louis, Mo., Paper Carriers Union No. 450, affiliated with International Printing Pressmen and Ass'ts. Union of North America, AFL, herein called the Union, alleging that questions affecting commerce had arisen concerning the representation of employees of The Pulitzer Publishing Company, Publisher of the St. Louis Post-Dispatch, St. Louis Globe-Democrat Publishing Company, and Star-Times Publishing Company, all of St. Louis, Missouri, and hereinafter referred to as Pulitzer, the Globe-Democrat, and the Star-Times, respectively, and collectively, as the Companies, the National Labor Relations Board provided for an appropriate hearing upon due notice before John H. Eadie, Trial Examiner. Said hearing was held at St. Louis, Missouri, on June 6, 7, 8, and 9, 1944. The Companies and the Union appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence bearing upon the issues, and to file briefs with the Board. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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

57 N. L. R. B., No. 282.

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANIES

A. *The Pulitzer Publishing Company*

The Pulitzer Publishing Company is a Missouri corporation with its principal office and place of business at St. Louis, Missouri, where it is engaged in the publication, sale, and distribution of a daily (including Sunday) newspaper, the "St. Louis Post-Dispatch." The principal raw materials used in printing the St. Louis Post-Dispatch consist of newsprints, mats, and ink. During the year 1943, all the newsprints amounting to 27,000 tons, all the mats numbering in excess of 38,000, and all the ink amounting in excess of 600 tons, were obtained outside the State of Missouri. Pulitzer uses the Associated Press service and the Chicago Daily News Foreign Service. During the year 1943, over 56 percent of the space in the daily edition and in excess of 54 percent of the Sunday edition of the St. Louis Post-Dispatch was devoted to advertising, of which over 17 percent was national advertising. The average daily circulation of the St. Louis Post-Dispatch is approximately 265,002 copies and the Sunday circulation amounts to about 359,859 copies. Of the daily circulation approximately 16.2 percent is sold and distributed outside the State of Missouri. Of the Sunday circulation about 20.2 percent is sold and distributed outside the State of Missouri.

B. *Star-Times Publishing Company*

Star-Times Publishing Company is a Missouri corporation with its principal office and place of business in St. Louis, Missouri, where it is engaged in the publication, sale, and distribution of a daily (excluding Sunday) newspaper, the "St. Louis Star-Times." The principal raw materials used in printing the St. Louis Star-Times consist of newsprints, mats, and ink. During the year 1943, over 99 percent of the newsprints used by the Star-Times amounting to approximately 9,200 tons was obtained outside the State of Missouri. During the same period over 25,000 mats or 99 percent of the mats used by the Company was obtained from points outside the State of Missouri. None of the ink used by the Company was obtained outside the State of Missouri. The Star-Times uses International News Service, Associated Press, United Press, and Dow-Jones Financial Service wire reports. It obtains approximately 25,000 words from these news services each day. During the year 1943 over 44 percent of the space in the daily edition of the St. Louis Star-Times was devoted to advertising, of which in excess of 17 percent represented national advertis-

ing. The average daily circulation of the St. Louis Star-Times is approximately 173,250 copies, of which approximately 19 percent is sold and distributed outside the State of Missouri.

C. Globe-Democrat Publishing Company

Globe-Democrat Publishing Company is a Missouri corporation with its principal office and place of business at St. Louis, Missouri, where it is engaged in the publication, sale, and distribution of a daily (including Sunday) newspaper, the "St. Louis Globe-Democrat." The principal raw materials used in printing the St. Louis Globe-Democrat consist of newsprints, mats, and ink. During the year 1943, the Globe-Democrat used in excess of 21,000 tons of newsprints, over 98 percent of which was obtained outside the State of Missouri. During the same period the Globe-Democrat used over 28,000 mats, of which in excess of 98 percent was shipped to it from points outside the State of Missouri. During the same period the Globe-Democrat used in excess of 650,000 pounds of ink, of which over 98 percent was obtained outside the State of Missouri. The Globe-Democrat uses Associated Press, New York Times, and North American Newspaper Alliance news services. It purchases approximately 75,000 words from these news services each day. During 1943, over 39 percent of the space in the daily newspaper and over 40 percent of the space in the Sunday edition of the St. Louis Globe-Democrat were devoted to advertising, of which over 10 percent represented national advertising. The average daily circulation of the St. Louis Globe-Democrat is approximately 252,103 copies and the Sunday circulation amounts to about 290,872 copies. Of the daily circulation approximately 27.6 percent is sold and distributed outside the State of Missouri. Of the Sunday circulation about 27.8 percent is sold and distributed outside the State of Missouri.

We find that each of the Companies is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATION INVOLVED

St. Louis, Missouri, Paper Carriers Union No. 450, affiliated with International Printing Pressmen and Assistants Union of North America, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

III. THE QUESTIONS CONCERNING REPRESENTATION

At the hearing the parties stipulated that on or about December 17, 1943, the Union requested each of the Companies to recognize it

as the exclusive bargaining representative of the house-to-house carriers who deliver the newspapers published by one or more of the Companies and that each of the Companies, by letter, refused to accord the Union such recognition on the ground that the house-to-house carriers are not employees within the meaning of the Act and on the further ground that the carriers are not engaged in activities affecting interstate commerce.

A statement prepared by a Field Examiner of the Board, introduced into evidence at the hearing, indicates that the Union represents a substantial number of persons within the units hereinafter found to be appropriate.¹

We find that questions affecting commerce have arisen concerning the representation of employees of the Companies within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNITS

A. *The contentions of the parties*

The Union contends that all regular house-to-house carriers employed by the three Companies within St. Louis and St. Louis County, Missouri, excluding street vendors, contact men, and supervisory help having authority to hire, discharge, or otherwise affect the status of employees, or effectively recommend such action, comprise an appropriate bargaining unit. The Union, however, is willing to accept three separate units if the Board determines that the three Companies should be considered separately for the purposes of collective bargaining. While the Companies take no position with respect to the geographical

¹The following chart summarizes the Field Examiner's Report on Investigation of the Union's interest

Publisher	Approximate number of carriers delivering *	Number of designations submitted by union **	Approximate number in 3 company unit
Post-Dispatch.			
a Daily.....	164	89	
b Sunday.....	192	110	
Star-Times			
a Daily.....	87	84	
Globe-Democrat			
a. Daily.....	161	74	
b. Sunday.....	225	103	
Total designations.....		***118	210

*The Companies failed to furnish requested lists of their respective carriers

**The Union estimates that there are approximately 210 carriers within the alleged appropriate unit. A majority of the carriers deliver papers for more than one of the three Companies.

***1 card was dated in 1943.

2 cards were dated in January 1944.

3 cards were dated in February 1944.

38 cards were dated in March 1944.

56 cards were dated in April 1944.

18 cards were dated in May 1944.

limits of the proposed unit or the requested exclusions, each Company is opposed to any bargaining unit comprised of the house-to-house carriers who, they contend, are not employees within the meaning of the Act and are not engaged in activities affecting interstate commerce. Each Company also opposes a multiple-employer unit.

B. *The status of the house-to-house carriers*

The persons whom the Union seeks to represent, known as house-to-house carriers, deliver the various newspapers published by the Companies to the homes of subscribers living in the suburban and residential areas of the City of St. Louis. In performing this function, they use their own trucks and employ helpers to assist them deliver the newspapers. They are not carried on the Companies' pay rolls; the Companies do not pay any Social Security taxes in their behalf, nor do they enjoy Workmen's Compensation or Unemployment Insurance benefits. The Companies contend that the house-to-house carriers are not their employees, but rather independent contractors who own and operate businesses of their own under very limited control by the Companies.

The Post-Dispatch, Star-Times, and Globe-Democrat are the only daily newspapers published in St. Louis. For the purposes of efficient distribution, the Companies have divided the areas in St. Louis serviced by the house-to-house carriers into geographical divisions known as carrier routes. The subscribers residing within the geographical limits of an established carrier route are serviced by the carrier who has the sole right to sell and deliver papers to the subscribers within his route. This right may be sold by the carrier to another person for a consideration, subject, however, to the approval of the publisher whose papers he distributes.² The sale or transfer of a route privilege is always evidenced in writing on a printed or typewritten form furnished by the publisher of the newspaper involved in the transfer. The transfer forms prepared by each of the publishers here involved contain substantially similar language. The transfer agreement must be signed by both the carrier who "owns" the route and the person to whom he is transferring his route privilege. It also provides a space for the signature of a witness. From the testimony of the numerous carriers who testified at the hearing, it appears that, since all transfers must be approved by the publisher of the newspaper involved, the transfer agreements are always executed in the presence of some official of the publisher, usually the circulation manager, who witnesses the signatures of the other two parties. The transfer agree-

² The record does not disclose how the original owner of each route acquired this quasi property right.

ment is executed in triplicate, one copy each for the seller, buyer, and publisher.

The printed transfer form used by Pulitzer is entitled "Transfer of Business on Post-Dispatch Route No. ----." After reciting the sale and acceptance, it contains the following statement under which the buying carrier places his signature: "I further understand that the Post-Dispatch has established certain policies which guide it in its relationship to carriers, which are printed on the reverse side hereof. I also understand that said policies are subject to change by said Post-Dispatch at any time in its discretion." Some of the policy rules printed on the back of this form are set out below:

1. The Post-Dispatch will not sell to any carrier who carries any other newspaper without the written consent of the Post-Dispatch.

2. Only individual carriers will be permitted to purchase papers for a carrier route—partnerships and corporations being excluded.

3. It is understood that no carrier shall be deemed to be an employee of the Post-Dispatch under any circumstances, but that the relationship between the parties is that of buyer and seller, or merchant and manufacturer.

4. The purchaser has acquired the route from his seller with full knowledge of the existence of the above policies.

The transfer form furnished by the Star-Times is similar to that used by Pulitzer but in addition recites that the purchasing carrier agrees "not to sell this privilege . . . until I have the consent of the St. Louis Star-Times," and also that "the St. Louis Star-Times is to determine my efficiency, and if, in its judgment, I am not a competent carrier, I will, upon notice . . ., within thirty days from the date of such notice, sell my privilege to a person satisfactory to the St. Louis Star-Times."

The Globe-Democrat's transfer form states, "To the Globe-Democrat Publishing Company, St. Louis, Mo. I desire to relinquish in favor of ----- any privilege that I may have to carry the Globe-Democrat on Route No. ----- as per boundary lines on file in your office." The buying carrier signs a prepared statement whereby he agrees to conform to all rules and regulations of the Globe-Democrat.³

The record shows that all house-to-house carriers here involved work at this occupation continuously and regularly and rely upon the income derived from delivering newspapers for the support of themselves and their families. According to the uncontradicted testimony of Julius Siemers, the president of the Union, approximately 80 per cent or most of the carriers who comprise the proposed unit carry

³ A number of carriers testified at the hearing that one or more of the Companies had compelled them to sell all or a part of their routes.

newspapers published by all three of the Companies. The average age of the house-to-house carriers is about 40 years.

After purchasing the exclusive right to sell and distribute newspapers within particular route, the carrier determines from the list of subscribers the number of papers he needs to service his route. He then advises the publishers whose papers he sells to deliver the appropriate number of papers to him at a prearranged point on his route. Each publisher sets the price to be paid by the carrier for each copy and also the price at which the carrier must sell each copy. Thus, the carrier's income is computed by multiplying the difference between the price he pays per copy and the price he receives per copy by the number of subscribers he services. The publishers have complete control over these prices and make changes without consulting the carriers. The publishers bill the carriers each week for the papers they have drawn. Persons desiring to take the paper may subscribe through the carriers, solicitors employed by the publisher, or the publisher's office. Siemers stated that a carrier cannot refuse to deliver to a new subscriber unless he has a legitimate reason such as knowledge that the person has a poor credit rating. The majority of the house-to-house carriers deliver papers by means of trucks. Most of them also employ helpers. These helpers are hired and paid by the carriers.⁴

The publishers furnish the carriers with various printed forms such as start orders, stop orders, transfer orders, receipts, and customer complaint forms. The Globe-Democrat also furnishes the carriers with an oil paper wrapper which protects the papers from rain and snow. The publishers also pay a transportation allowance to some carriers who deliver papers in sparsely populated areas. One carrier stated that he received a bonus totaling \$10 per week from the three Companies as a subsidy in addition to his income from selling the papers published by the Companies.

All three Companies also sell accident insurance to their customers to promote wider circulation. A person must be a subscriber to the paper in order to purchase such insurance. The insurance may be purchased through the carriers, from a solicitor employed by the publisher, or directly from the publisher. The carriers are responsible for collecting the monthly premium. Although the Companies contend that acceptance of insurance customers is voluntary on the part of the carriers, the carriers who testified at the hearing stated that they are required to accept all insurance accounts. Once an insurance account is accepted the charge is continued against the carrier even if he does not collect the premium, until the insured

⁴ One carrier testified that the Post-Dispatch forced him to discharge one of his helpers because he was a newsboy or street vendor.

cancels the policy or the carrier notifies the publisher that he is canceling it for non-payment of the premium. The carriers receive a fixed commission for collecting insurance premiums.

The carriers are sometimes required to deliver back copies of papers to subscribers who request them from the publisher. The requested number of back copies is delivered to the carrier together with his regular current copies and he is instructed where to deliver them and how much to charge. Carriers also take orders for "mail copies." Advance payment of the mail subscription is collected by the publisher and it then pays the carrier a commission.

Numerous carriers also testified concerning the degree of control over carriers exercised by the Companies. It appears that each new carrier receives certain instructions from the publisher (usually the circulation manager or the employee of the publisher known to the carriers as the carrier supervisor) when he takes over a new route. These instructions include, *inter alia*, the method of paying bills, how to wrap papers, and the time and method of delivery. Carriers are not permitted to insert any material in the papers other than that furnished by the publisher. They cannot make a charge for any special delivery service they may render a subscriber, nor can they give subscribers any discount, rebate, or cutback. The Companies have a system by which they handle customer complaints. When a customer complains to the publisher concerning the delivery of his paper, the publisher notes the complaint on a special form which is sent to the carrier. If the subscriber continues to complain, the carrier is called in by the carrier supervisor and instructed that unless he takes care of the complaint the publisher will take further action in the matter. None of the Companies is under legal obligation to supply the carriers with papers. Thus, if a carrier persists in violating the policy rules established by any one of the Companies or if he is regarded as incompetent, the publisher may refuse to continue supplying him with papers.

From the foregoing facts, it is apparent that the house-to-house carriers comprise a labor force composed of mature men who work continuously and regularly at the job of delivering newspapers, relying upon the income derived from this occupation for the support of themselves and their families. Moreover, it is manifest that the carriers are subjected to considerable supervision and control by the Companies. Each carrier must agree in writing to observe certain prescribed policies formulated by the publisher whose paper he delivers. Although the owner of a carrier route may sell his interest in the route to another party, the transfer of the exclusive right to sell newspapers to subscribers residing within the geographical limits of the route can be effected only with the approval of the pub-

lisher or publishers involved. While not subject to discharge within the literal meaning of the term, the record indicates that a publisher can demand that a carrier dispose of his route and possesses the power to enforce such a demand by refusing to supply the carrier with papers. The content of the "right" transferred by the sale of a carrier route is supplied not by intreprenutrial values, such as good will or exclusive access to a market, but is merely the right to receive newspapers subject to the publisher's absolute power to revoke this right at will. The carriers, although not carried on the Companies' pay roll, comprise an integral part of the Companies' distribution system and circulation organization. The record reveals that the Companies supplement the regular income of some of the carriers who deliver papers in sparsely populated areas by paying them a transportation allowance or bonus. The Companies also furnish all carriers with certain supplies used in connection with delivering and collecting for their publications.

In an earlier case⁵ the Board ruled on the question of whether "motor route drivers" working for a newspaper publisher in Seattle, Washington, who performed the same distribution function as do the house-to-house carriers involved in the instant case, were employees within the meaning of the Act. In finding the motor route drivers were employees the Board said,

"We have had occasion to point out that the statutory definition of the word employee is of wide scope. As used in the Act the term embraces 'any employee,' that is, all employees in the conventional as well as legal sense except those by express provision excluded. The primary consideration is whether effectuation of the declared policy and purposes of the Act comprehends securing to the individual the rights guaranteed and the protection afforded by the Act. The matter is not conclusively determined by a contract which adverts to and purports to establish the status of such person other than as an employee. Public interest in the administration of the Act permits inquiry into the material facts and substance of the relationship."

The Board also has found that "newsboys" who were engaged in the street sale of newspapers were employees of the publishers whose papers they sold and were within the purview of the Act.⁶ Our finding in that case was later upheld by the United States Supreme Court,⁷ which found "ample basis in the law for the Board's conclusion."

⁵ *Matter of Seattle Post-Intelligencer Department of Hearst Publications, Inc.*, 9 N. L. R. B. 1262

⁶ *Matter of Stockholders Publishing Company, Inc., et al.*, 28 N. L. R. B. 1006.

⁷ *National Labor Relations Board v. Hearst Publications, Incorporated, et al.*, 322 U. S.

Upon the basis of the foregoing facts and upon the entire record in the case, we find that the house-to-house carriers involved in this proceeding are employees of the Companies whose papers they distribute within the meaning of Section 2 (3) of the Act.

C. Concerning the effect of the house-to-house carriers' activities upon interstate commerce

The three Companies distribute their papers through the media of wholesale news dealers, newsboys, house-to-house carriers, and the mails. The wholesale news dealers sell large quantities of papers to stores and newsboys at wholesale prices. The newsboys sell individual copies in the downtown business area at retail prices. Some newsboys also sell papers in the suburban and residential districts. Drugstores and newsstands also retail individual copies of the papers both in the downtown and residential areas. The house-to-house carriers retail papers to subscribers living in the residential and suburban areas of St. Louis. The distribution of the newspapers published by the three Companies by means of the carriers constitutes approximately 35 percent of each publisher's circulation. The Companies contend that substantial rivalry and competition exists between the carriers and the wholesale news dealers who sell through newsboys and stores within the carrier territories and thus, argue the Companies, if the carriers should strike, the newspapers would continue to be distributed by other means and the strike would not stop the publication of the papers nor curtail their circulation either locally or interstate.

It cannot be denied, as noted above, that the house-to-house carriers comprise an integral part of the Companies' distribution system and circulation organization. None of the Companies denies that it is engaged in interstate commerce. The number of papers sold and delivered by the carriers constitutes a considerable portion of the Companies' total circulation and cannot, in our opinion, be separated from the over-all business of the Companies so as to distinguish it as intrastate business. It is apparent that a disturbance in the carrier sales distribution of any one of the Companies' publications would materially affect the whole business and consequently would affect the free flow of interstate commerce. The Companies' argument that a cessation of work by the carriers would not curtail the circulation of their publications is not persuasive. We find that the carriers' activities affect interstate commerce within the meaning of the Act.

D. Multiple-employer v. single-employer units

The Union's primary contention with respect to the appropriate number of bargaining units is that the house-to-house carriers of all

three Companies constitute a single appropriate unit. However, it takes the alternative position that three separate bargaining units comprised of the carriers employed by Pulitzer, Star-Times, and Globe-Democrat, respectively, are appropriate. The Companies, oppose the establishment of a single multiple-employer unit.

In support of its contention for a single unit the Union relies upon the past history of collective bargaining by the Companies through a newspaper publishers' association of which each Company is a member.

In 1926 the three Companies formed the St. Louis Newspaper Publishers' Association, herein called the Association, for the purpose of negotiating collective bargaining contracts on their behalf with certain printing trades unions. Munro Roberts, secretary of the Association, testified that the Association, representing the Companies, has a contract with St. Louis Web Printing Pressmen's Union No. 38, affiliated with International Printing Pressmen & Assistants' Union of North America, A. F. L. This contract, a copy of which is in evidence, is signed by the contracting union, and by the Association *per* its secretary and another officer not identified in the record. The secretary further stated that the Association also has similar contracts with the "Flyboys & Paper Handlers' Union" the "Electricians," and the "Machinists." Roberts testified that the Companies have individual contracts with other labor organizations. Thus, the Post-Dispatch has contracts with the "Operating Engineers" and the "Firemen & Oilers." All three Companies have individual contracts with the "Newspaper Guild." The Star-Times and Globe-Democrat have a joint contract with the "Cleaners' Union."

Inasmuch as each of the Companies has negotiated bargaining contracts both individually and through the Association, since the record does not reveal what, if any, binding effect upon each of the Companies the actions of the Association have, and since there is no history of collective bargaining with respect to the carriers, we are not persuaded that the establishment of a multiple-employer unit is warranted in the light of the Companies' opposition to such a unit. Accordingly, we find that each of the groups of employees set forth below constitutes a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

(1) All house-to-house carriers employed by Pulitzer to sell and distribute the St. Louis Post-Dispatch within St. Louis and St. Louis County, Missouri, excluding street vendors, contact men, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

(2) All house-to-house carriers employed by the Star-Times to sell and distribute the St. Louis Star-Times within St. Louis and St. Louis County, Missouri, excluding street vendors, contact men, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

(3) All house-to-house carriers employed by the Globe-Democrat to sell and distribute the St. Louis Globe-Democrat within St. Louis and St. Louis County, Missouri, excluding street vendors, contact men, and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action.

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the questions concerning representation which have arisen be resolved by separate elections by secret ballot among the employees in the appropriate units who were employed by any of the Companies on the date of the Direction of Elections herein, subject to the limitations and additions set forth in the Direction. Any house-to-house carrier who sells and distributes newspapers for more than one of the Companies, if otherwise qualified, shall be eligible to vote in those elections hereinafter directed which affect the carriers of the Companies by whom he is so employed.

DIRECTION OF ELECTIONS

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 9, of National Labor Relations Board Rules and Regulations—Series 3, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with The Pulitzer Publishing Company, Publisher of the St. Louis Post-Dispatch, Star-Times Publishing Company, and St. Louis Globe-Democrat Publishing Company, all of St. Louis, Missouri, separate elections by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Fourteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees in the units found appropriate in Section IV, above, who were employed by any of the aforesaid Companies on the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but

excluding any who have since quit or been discharged for cause, and have not been rehired or reinstated prior to the date of the elections, to determine whether or not they desire to be represented by St. Louis, Mo., Paper Carriers Union No. 450, affiliated with International Printing Pressmen and Ass'ts Union of North America, AFL, for the purposes of collective bargaining.

CHAIRMAN MILLIS took no part in the consideration of the above Decision and Direction of Elections.