

IN the Matter of WESTPORT MOVING AND STORAGE COMPANY, CRATE  
MAKING DIVISION, EMPLOYER and RETAIL, WHOLESALE & DEPART-  
MENT STORE UNION, C. I. O., PETITIONER

*Case No. 17-RC-821.—Decided October 11, 1950*

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Margaret L. Fassig, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in this case, the Board finds:

1. The business of the Employer:

The Employer, an individual proprietorship, has been engaged since 1947 in the moving and storage of goods in Kansas City, Missouri. The Employer is licensed by the Public Service Commission of Missouri and by the Interstate Commerce Commission to transport furniture and other materials by common carrier on an intrastate and interstate basis. In addition to its moving and storage operations, the Employer, since 1949, has also been engaged in the manufacture of boxes, under contracts with Fifth Army Headquarters, to be used for shipment of the personal effects of military personnel from points in the Fifth Army area<sup>1</sup> to overseas points. During 1949, the Employer's gross receipts amounted to approximately \$21,000. The Employer concedes that its operations are either in commerce or affect commerce within the meaning of the Act.

Under all the circumstances of this case, and particularly in view of the Employer's contract with Fifth Army Headquarters, which make its operations a part of the national defense effort, we shall assert jurisdiction herein. We find that it will effectuate the policies of the Act to assert jurisdiction over enterprises which substantially affect the national defense.

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

<sup>1</sup> The Fifth Army area includes the States of Illinois, Missouri, Kansas, Colorado, and Nebraska.

3. A question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.<sup>2</sup>

4. The appropriate unit:

The Petitioner seeks a unit composed of all production and maintenance employees employed in the manufacture of packing cases. The Employer agrees that the unit sought is appropriate. The Intervenor contends that all the Employer's employees covered by its 1949 collective bargaining agreement are in the unit.

The Employer's moving and storage operation is located at 311 Fillmore Street, Kansas City, Missouri. From 1947 until May 1950, the Employer engaged an average of 2 employees at this plant. During 1949, the Employer was engaged in the manufacture of crates for the Army at this same location, with the same employees. After securing a new contract in May 1950 with Fifth Army Headquarters, the Employer moved its crate-making operations to First and Grand Avenue, Kansas City, Missouri, and now employs approximately 10 employees at this location. These employees work exclusively on the army contract, have no contact with the employees engaged in the moving and storage operations, and do not interchange with these employees. Accordingly, we find that all production and maintenance employees engaged in the manufacture of packing cases at the Employer's plant at First and Grand Avenue, Kansas City, Missouri, excluding all other employees and supervisors, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication in this volume.]

<sup>2</sup> The Intervenor, Furniture Drivers, Piano Movers, Packers, Warehousemen and Helpers Local 956, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A. F. of L., first entered into a collective bargaining agreement with the Employer in June 1947. The most recent agreement between the parties, for the period March 5, 1949, to February 28, 1950, was automatically renewed for 1 year. The Intervenor contends that as its contract covered employees engaged in making boxes in connection with the Employer's moving operations, it also covered the employees engaged in making boxes under the army contracts, and was therefore a bar to this proceeding. As this contract contains an unauthorized union-security clause, however, we find, in accord with established precedent, that it does not constitute a bar to this proceeding. The Intervenor's motion to dismiss is therefore denied.