

In the Matter of COLGATE-PALMOLIVE-PEET COMPANY and INTERNATIONAL CHEMICAL WORKERS UNION, AFL

Case No. 20-R-1486.—Decided September 26, 1945

Mr. Bartley C. Crum, of San Francisco, Calif., for the Company.

Mr. Harvey E. Howard, of Oakland, Calif., and *Mr. O. L. Farr*, of Selma, Calif., for the AFL.

Messrs. Paul Heide and Charles Duarte, and *Gladstein, Grossman, Sawyer & Edises*, by *Mr. Betram Edises*, of Oakland, Calif., for the CIO.

Mr. Benj. E. Cook, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by International Chemical Workers Union, AFL, herein called the AFL, alleging that a question affecting commerce had arisen concerning the representation of employees of Colgate-Palmolive-Peet Company, Berkeley, California, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Robert E. Tillman, Trial Examiner. Said hearing was held at San Francisco, California, on August 22, 1945. At the commencement of the hearing, the Trial Examiner granted a motion to intervene by International Longshoremen's and Warehousemen's Local 6, CIO, herein called the CIO. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues.

At the hearing, the Trial Examiner reserved ruling for the Board on motions made by the Company and the CIO to postpone any election to be directed herein until such time as the Board determines the validity of the charges filed by the AFL in case No. 20-C-1372. The motions are hereby denied.¹ The Trial Examiner's rulings made

¹ The AFL on August 13, 1945, waived its right to protest any election directed herein on the grounds set forth in the charges filed by it in Case No. 20-C-1372.

at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded an opportunity to file briefs with the Board.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Colgate-Palmolive-Peet Company is a Delaware corporation, having its central office in Jersey City, New Jersey. It operates plants in Jersey City, New Jersey, Brooklyn, New York (a subsidiary), Jeffersonville, Indiana, Kansas City, Kansas, and Berkeley, California, where it is engaged in the manufacture and sale of soap and glycerine. During 1944, the gross sales of the Company at its Berkeley plant, the only plant involved in this proceeding, were in excess of \$1,000,000, and the total sales to customers located outside the State of California amounted to more than 25 percent of the gross sales. During the same period, raw materials having a value in excess of \$1,000,000, were used at the Berkeley plant, of which more than 25 percent was obtained from points outside the State of California.

The Company admits and we find that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

International Chemical Workers Union, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of the Company.

International Longshoremen's and Warehousemen's Local 6, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The Company has refused to recognize the AFL as the exclusive bargaining representative of its employees.

It is the contention of the Company and the CIO that a contract executed by them July 9, 1941, together with successive extensions, constitutes a bar to this proceeding. Neither the original nor supplemental contracts contain a definite termination date.² In view of its

² The original contract reads, in fact, as follows:

"Section 18. *Future Changes.* The above constitutes an agreement between the Company and its employees, represented by the International Longshoremen's and Warehousemen's Union, Local 1-6, and shall remain in effect unless and until changes become necessary because of conditions beyond the control of the Company or are requested by the employees through their representative"

Although an extension agreement was executed on July 24, 1945, the indefinite duration clause of the original contract remained unchanged.

indefinite duration and the fact that it has been in force for at least 1 year, we find that the contract and extensions thereof, do not constitute a bar to a determination of representatives.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the AFL represents a substantial number of employees in the unit hereinafter found appropriate.³

We find that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNIT

We find, substantially in accord with an agreement of the parties, that all production, maintenance, warehouse, mechanical, and laboratory employees at the Company's Berkeley, California, plant, including non-technical and non-professional laboratory employees, watchmen, assistant foremen, and working foremen,⁴ but excluding office and clerical employees, chemists, foremen, and all or any other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by an election by secret ballot among the employees in the appropriate unit who were employed during the payroll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

DIRECTION OF ELECTION

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 Colgate-Palmolive-Peet Company, Berkeley, California, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30)

³ The Field Examiner reported that the AFL submitted 212 authorization cards; that 7 were undated and 205 dated August 1945, and that there were 330 employees in the requested unit. The CIO relied upon its contract as establishing its interest in the proceeding.

⁴ The record reveals that the assistant foremen and working foremen, while exercising some directive authority, do not come within the Board's customary supervisory definition.

days from the date of this Direction, under the direction and supervision of the Regional Director for the Twentieth 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 unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during the 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 those employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether they desire to be represented by International Chemical Workers Union, AFL, or by International Longshoremen's and Warehousemen's Local 6, CIO, for the purposes of collective bargaining, or by neither.