

WE WILL NOT recognize any union as the exclusive bargaining agent of our employees at a time when such union does not represent an uncoerced majority of such employees.

WE WILL NOT enforce our nonsupervisory contract of February 19, 1962, with Inland Boatmen's Union of the Seafarers International Union, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, or any renewal thereof, unless such union wins a Board-conducted election among such employees.

WE WILL NOT encourage membership in Inland Boatmen's Union of the Seafarers International Union, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, or any other union, by telling our employees that such union is the only one which we will recognize as the bargaining agent of our employees, or by entering into any contract requiring our employees as a condition of employment to join such union, except as authorized by Section 8(a)(3) of the National Labor Relations Act, as amended, or by requiring our employees as a condition of employment to join such union within a period shorter than 30 days after the signing of a contract containing a union-security clause.

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them in Section 7 of the National Labor Relations Act, as amended.

WE WILL withdraw recognition from Inland Boatmen's Union of the Seafarers International Union, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, or any successor, as the bargaining agent of any of our nonsupervisory employees, unless such union wins a Board-conducted election among such employees.

WE WILL reimburse James A. Chappell for any loss of pay suffered because of the discrimination against him, with 6 percent interest.

WE WILL reimburse our employees for initiation fees, dues, and other moneys paid by them to Inland Boatmen's Union of the Seafarers International Union, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, since February 19, 1962, with 6 percent interest.

All our employees are free to become, remain, or refrain from becoming members of any union.

BERNHARDT BROS. TUGBOAT SERVICE, INC.,
Employer.

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Anyone having any question concerning this notice or compliance with its provisions may communicate directly with the Board's Regional Office, 4459 Federal Building, 1520 Market Street, St. Louis, Missouri, 63103, Telephone No. Main 1-8100, Extension 2142.

Airborne Freight Corporation and Local 470, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Indpt, Petitioner. Case No. 4-RC-5271.
May 29, 1963

DECISION ON REVIEW AND ORDER

On February 7, 1963, the Regional Director for the Fourth Region issued a Decision and Direction of Election in the above-entitled proceeding. Thereafter, the Employer and Amalgamated Local Union No. 355, herein called the Intervenor, in accordance with Section 102.67 of the Board's Rules and Regulations, Series 8, as amended, filed with the Board timely requests for review on the ground, *inter alia*, that the Regional Director erred in finding that the current contract between the Employer and the Intervenor was

not a bar to this proceeding. The Board, by telegraphic order dated March 5, 1963, granted the requests for review only insofar as they related to the contract-bar issue, and stayed the election.

The Board¹ has considered the record in this case with respect to the Regional Director's determination under review, and makes the following findings:

The Petitioner seeks to represent all the employees of the Employer employed at its air freight operations located at the Philadelphia, Pennsylvania, International Airport, excluding office clerical employees, guards, and supervisors. The Intervenor currently represents a unit of the Employer's drivers, warehousemen, office clericals, and agents at this operation under a contract effective from July 30, 1962, to July 31, 1965. The Regional Director, relying upon the *Appalachian Shale* case,² held that the inclusion of the two office clericals in the existing contract unit was contrary to long-established Board policy of excluding such employees from units of operating or manual employees and rendered the contractual unit inappropriate. He therefore found that as the contract embraced an inappropriate unit, it did not operate as a bar to this proceeding.

In connection with its air freight forwarding enterprise, the Employer employs 12 people at the Philadelphia International Airport. In addition to the two office clerical employees mentioned above who perform the usual duties of their category, the Employer has drivers who pick up and deliver freight and work in the warehouse. Warehousemen also work in the warehouse where they operate forklift trucks, label freight, and sort and deliver it to customers. In addition, the Employer engages agents who route the trucks as well as freight shipments, and perform other clerical functions such as preparing air bills and handling telephone complaints.

In its request for review, the Intervenor asserts that the two office clericals were joined in the broader unit consisting principally of manual employees at a time when no other labor organization was interested in representing them on any basis. It further urges that the *Appalachian Shale* principle should not be so broadly applied as in the circumstances of this case to disturb the industrial stability the parties had achieved under their existing agreement. We agree. Although the Board, in making an initial unit determination, might not join office clericals and manual workers in the same unit, the voluntary grouping of the two clericals with the operating employees, a number of whom also regularly perform clerical functions, is insufficient to render the contractual unit inherently inappropriate and

¹ Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Rodgers, Fanning, and Brown].

² *Appalachian Shale Products Co.*, 121 NLRB 1160, 1164.

remove the agreement as a bar.³ As the Board stated in the *Willis* case:⁴

The Board's contract bar rule is based upon policy considerations. It aims to stabilize an existing contractual relationship between an employer and its employees' bargaining representative for a reasonable term. To disrupt that relationship, it seems to us, would require something more than finding that several individuals were included, who should not have been, in an otherwise clearly appropriate unit.

We believe that the same considerations apply with equal force to this case.

Accordingly, as the petition was untimely filed, we find, contrary to the Regional Director, that the current agreement constitutes a bar. We therefore shall dismiss the petition.

[The Board dismissed the petition.]

³ See *Mission Appliance Corporation*, 104 NLRB 577, footnote 7; cf. *C. G. Willis, Inc.*, 119 NLRB 1677.

⁴ *C. G. Willis, Inc.*, *supra*, at p. 1678.

Storkline Corporation and Local Union No. 3031, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, Petitioner. Case No. 15-RC-2327. May 29, 1963

DECISION, ORDER, AND DIRECTION OF THIRD ELECTION

Pursuant to a Board Decision, Order, and Direction of Second Election issued on February 20, 1962,¹ an election by secret ballot was conducted in the above-entitled proceeding on March 22, 1962, under the direction and supervision of the Regional Director for the Fifteenth Region, among the employees in the appropriate unit. At the conclusion of the balloting, the parties were furnished with a tally of ballots which showed that of approximately 1,396 eligible voters, 677 cast votes for, and 703 against, the Petitioner, 6 cast void ballots, and 10 were challenged.² The challenged ballots were insufficient in number to affect the election results. Thereafter, the Petitioner filed timely objections to conduct affecting the election.

The Regional Director conducted an investigation of the objections and on June 29, 1962, issued his report on objections in which he

¹ 135 NLRB 1146.

² Petitioner was the only labor organization participating in this election. The Regional Director granted the request of International Union of Electrical, Radio and Machine Workers of America, AFL-CIO, which had participated in the first election, to be removed from the ballot for the second election.